

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1
2. AMENDMENT/MODIFICATION NO. MODIFICATION		3. EFFECTIVE DATE SEE BLOCK 16C.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (IF APPLICABLE)
6. Issued By Code		7. ADMINISTERED BY (If other than Item 6) Code		
8. Name and Address of Contractor (No., street, county, State and ZIP Code)			(x)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
				10A. MODIFICATION OF CONTRACT/ORDER NO.
				10B. DATED (SEE ITEM 13)
CODE		FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

	The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers		is extended	X	is not extended.
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Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO : (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF : <b>FAR 52.212-4(c)</b>
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return 0 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See Attached

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

# CONTRACT CLAUSES

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## SECTION C – CONTRACT CLAUSES

### **CONTRACT CLAUSES IN THIS SECTION APPLY TO ALL SINS EXCEPT WHERE NOTED**

#### **C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEP 2005)**

- (a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- (g) *Invoice.*
  - (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—
    - (i) Name and address of the Contractor;
    - (ii) Invoice date and number;

- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (3) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

Electronic funds transfer (EFT) banking information.

The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

EFT banking information is not required if the Government waived the requirement to pay by EFT.

- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment.*

Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

- (j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
  - (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.
- (s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause;

(3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) *Central Contractor Registration (CCR).*

- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)
  - (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
  - (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

<b>ADDENDUM TO 52.212-4</b>
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<b><u>CLAUSES REGARDING CONTRACTOR INFORMATION</u></b>
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**C.2 I-FSS-103 SCOPE OF CONTRACT--WORLDWIDE (JUL 2002)**

- (a) This solicitation is issued to establish contracts which may be used as sources of supplies or services described herein for domestic and/or overseas delivery.



(b)

Definitions-

*Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

*Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. territories.

(c)

Offerors are requested to check one of the following boxes:

delivery.

Coverage.)

☐

Contractor will provide domestic and overseas

(Refer to clause [I-FSS-108](#), Clauses for Overseas

☐

Contractor will provide overseas delivery only.

(Refer to clause [I-FSS-108](#), Clauses for Overseas

Coverage.)

☐

Contractor will provide domestic delivery only.

(d)

Resultant contracts may be used on a nonmandatory basis by the following activities: Executive agencies; other Federal agencies, mixed-ownership Government corporations, and the District of Columbia; Government contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1; and other activities and organizations authorized by statute or regulation to use GSA as a source of supply. U.S. territories are domestic delivery points for purposes of this contract. (Questions regarding activities authorized to use this schedule should be directed to the Contracting Officer.)

(e)

(1)

activities within the Executive Branch of the

The Contractor is obligated to accept orders received from Federal Government.

(2)

The Contractor is not obligated to accept orders received from activities outside the Executive Branch of the Federal Government; however, the Contractor is encouraged to accept orders from such Federal activities. If the Contractor elects to accept such an order, all provisions of the contract shall apply, including clause [552.232-77](#), Payment by Governmentwide Commercial Purchase Card (Alternate I). If the Contractor is unwilling to accept such an order, and the proposed method of payment is not through the Purchase Card, the Contractor shall return the order by mail or other means of delivery within 5 workdays from receipt. If the Contractor is unwilling to accept such an order, and the proposed method of payment is through the Purchase Card, the Contractor must so advise the ordering agency within 24 hours of receipt of order. (Reference clause [552.232-77](#), Payment by Governmentwide Commercial Purchase Card (Alternate I)). Failure to return an order or advise the ordering agency within the time frames above shall constitute acceptance whereupon all provisions of the contract shall apply.

(f)

The Government is obligated to purchase under each resultant contract a guaranteed minimum as specified in the clause [I-FSS-106](#), Guaranteed Minimum, contained elsewhere in this contract.

**C.3 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

(a) Definitions. As used in this clause

*Central Contractor Registration (CCR) database* means the primary Government repository for Contractor information required for the conduct of business with the Government.

*Data Universal Numbering System (DUNS) number* means the 9digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

*Data Universal Numbering System+4 (DUNS+4) number* means the DUNS number assigned by D&B plus a 4character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4character suffix.) This 4character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

*Registered in the CCR database* means that

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
  - (2) The Government has validated all mandatory data fields and has marked the record "Active".
- (b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number
    - (i) If located within the United States, by calling Dun and Bradstreet at 18667055711 or via the Internet at <http://www.dnb.com>; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:
    - (i) Company legal business.
    - (ii) Trade style, doing business, or other name by which your entity is commonly recognized.
    - (iii) Company Physical Street Address, City, State and Zip Code.
    - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
    - (v) Company Telephone Number.
    - (vi) Date the company was started.
    - (vii) Number of employees at your location.

- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change of name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change of name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

#### **C.4 K-FSS-1 AUTHORIZED NEGOTIATORS (MAR 1998)**

The offeror shall, in the spaces provided below, fill in the names of all persons authorized to negotiate with the Government in connection with this request for proposals or quotations. (List the names, titles, telephone numbers and electronic mail address of the authorized negotiators.)

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**C.5 52.215-6 PLACE OF PERFORMANCE (OCT 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

**PLACE OF PERFORMANCE (Street  
Address, City, State, County,  
Zip Code)**

**NAME AND ADDRESS OF OWNER AND  
OPERATOR OF THE PLANT OR  
OTHER THAN  
OFFEROR OR RESPONDENT**

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**C.6 552.216-73 ORDERING INFORMATION (SEP 1999) (ALTERNATE II – SEP 1999)**

- (a) In accordance with the Placement of Orders clause of this solicitation, the offeror elects to receive orders placed by GSA's Federal Acquisition Service (FAS) by either ☐ facsimile transmission or ☐ computer-to-computer Electronic Data Interchange (EDI).
- (b) An offeror electing to receive computer-to-computer EDI is requested to indicate below the name, address, and telephone number of the representative to be contacted regarding establishment of an EDI interface.

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- (c) An offeror electing to receive orders by facsimile transmission is requested to indicate below the telephone number(s) for facsimile transmission equipment where orders should be forwarded.

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- (d) For mailed orders, the offeror is requested to include the postal mailing address(es) where paper form orders should be mailed.

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- (e) Offerors marketing through dealers are requested to indicate below whether those dealers will be participating in the proposed contract.

YES ☐ NO ☐

If "yes" is checked, ordering information to be inserted above shall reflect that in addition to offeror's name, address, and facsimile transmission telephone number, orders can be addressed to the offeror's name, c/o nearest local dealer. In this event, two copies of a list of participating dealers shall accompany this offer, and shall also be included in Contractor's Federal Supply Schedule pricelist.

**C.7 G-FSS-900-C CONTACT FOR CONTRACT  
ADMINISTRATION (JUL 2003)**

Offerors should complete paragraphs (a) and (b) if providing both domestic and overseas delivery. Complete paragraph (a) if providing domestic delivery only. Complete paragraph (b) if providing overseas delivery only.

The Contractor shall designate a person to serve as the contract administrator for the contract both domestically and overseas. The contract administrator is responsible for overall compliance with contract terms and conditions. The contract administrator is also the responsible official for issues concerning, Industrial Funding Fee and Sales Reporting (JUL 2003), including reviews of contractor records. The Contractor's designation of representatives to handle certain functions under this contract does not relieve the contract administrator of responsibility for contract compliance. Any changes to the designated individual must be provided to the Contracting Officer in writing, with the proposed effective date of the change

(a) Domestic:

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

ZIP CODE \_\_\_\_\_

TELEPHONE NO. (\_\_\_\_\_) \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

- (b) Overseas: Overseas contact points are mandatory for local assistance with the resolution of any delivery, performance, or quality complaint from customer agencies. (Also, see the requirement in [L-FSS-594](#), Parts and Service.) At a minimum, a contact point must be furnished for each area in which deliveries are contemplated, e.g., Europe, South America, Far East, etc.

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

ZIP CODE \_\_\_\_\_

TELEPHONE NO. (\_\_\_\_\_) \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

**C.8 552.232-83 CONTRACTOR'S BILLING RESPONSIBILITIES (MAY 2003)**

The Contractor is required to perform all billings made pursuant to this contract. However, if the Contractor has dealers that participate on the contract and the billing/payment process by the Contractor for sales made by the dealer is a significant administrative burden, the following alternative procedures may be used. Where dealers are allowed by the Contractor to bill ordering activities and accept payment in the Contractor's name, the Contractor agrees to obtain from all dealers participating in the performance of the contract a written agreement, which will require dealers to—

- (1) Comply with the same terms and conditions regarding prices as the Contractor for sales made under the contract;
- (2) Maintain a system of reporting sales under the contract to the manufacturer, which includes—
  - (i) The date of sale;
  - (ii) The ordering activity to which the sale was made;
  - (iii) The service or product/model sold;
  - (iv) The quantity of each service or product/model sold;
  - (v) The price at which it was sold, including discounts; and
  - (vi) All other significant sales data.
- (3) Be subject to audit by the Government, with respect to sales made under the contract; and
- (4) Place orders and accept payments in the name of the Contractor in care of the dealer.

An agreement between a Contractor and its dealers pursuant to this procedure will not establish privity of contract between dealers and the Government.

**C.9 552.232-82 CONTRACTOR'S REMITTANCE (PAYMENT) ADDRESS (MAY 2003)**

- (a) Payment by electronic funds transfer (EFT) is the preferred method of payment. However, under certain conditions, the ordering activity may elect to make payment by check. The offeror shall indicate below the

payment address to which checks should be mailed for payment of proper invoices submitted under a resultant contract.

PAYMENT ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- (b) Offeror shall furnish by attachment to this solicitation, the remittance (payment) addresses of all authorized participating dealers receiving orders and accepting payment by check in the name of the Contractor in care of the dealer, if different from their ordering address(es) specified elsewhere in this solicitation. If a dealer's ordering and remittance address differ, both must be furnished and identified as such.
- (c) All offerors are cautioned that if the remittance (payment) address shown on an actual invoice differs from that shown in paragraph (b) of this provision or on the attachment, the remittance address(es) in paragraph (b) of this provision or attached will govern. Payment to any other address, except as provided for through EFT payment methods, will require an administrative change to the contract.

NOTE: All orders placed against a Federal Supply Schedule contract are to be paid by the individual ordering activity placing the order. Each order will cite the appropriate ordering activity payment address, and proper invoices should be sent to that address. Proper invoices should be sent to GSA only for orders placed by GSA. Any other ordering activity's invoices sent to GSA will only delay your payment.

**C.10 K-FSS-9 SECTION 8(a) REPRESENTATION FOR THE MULTIPLE AWARD SCHEDULE PROGRAM (SEP 2000)**

The Offeror represents that it is ☐ is not ☐ a current [8\(a\) Business Development Program](#) participant, and that it wishes to be designated as such on the FAS Schedules E-Library and GSA *Advantage!*<sup>TM</sup> as well as the Federal Procurement Data System (FPDS).

CONTRACTOR NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

**C.11 552.211-78 COMMERCIAL DELIVERY SCHEDULE (MULTIPLE AWARD SCHEDULE) (FEB 1996) (Deviation)**

- (a) Time of Delivery **(for supplies)**. The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO) in the case of F.O.B. Destination prices; or to place of shipment in transit in the case of F.O.B. Origin prices, as set forth below. Offerors shall insert in the "Time of Delivery (days ARO)" column in the schedule of Items a definite number of calendar days within which delivery will be made. In no case shall the

offered delivery time exceed the Contractor's normal commercial practice. The Government requires the Contractor's normal commercial delivery time, as long as it is less than the "stated" delivery time(s) shown below. If the Offeror does not insert a delivery time in the schedule of items, the Offeror will be deemed to offer delivery in accordance with the Government's stated delivery time, as stated below:

Items or Group of Items (Special Item No. or nomenclature)	Government's Stated Delivery Time (Days ARO)	Contractor's Normal Commercial Delivery Time
All SINs except as noted	As accepted	As proposed

- (b) **Time of Delivery (for services).** The contractor shall deliver or perform services in accordance with the terms negotiated in the agency's order. The contractor shall not propose in excess of his standard commercial delivery or performance times to agencies without giving notice to the Ordering Officer of his intent to do so.
- (c) **Expedited Delivery Times.** For those items that can be delivered quicker than the delivery times in paragraph (a), above, the Offeror is requested to insert below, a time (hours/days ARO) that delivery can be made when expedited delivery is requested.

ITEM OR GROUP OF ITEMS (special  
(Special Item No. of nomenclature)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Expedited delivery time  
(Hours/Days ARO)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (d) **Overnight and 2-Day Delivery Times.** Ordering activities may require overnight or 2-day delivery. The Offeror is requested to annotate its price list or by separate attachment identify the items that can be delivered overnight or within 2 days. Contractors offering such delivery services will be required to state in the cover sheet to its FAS price list details concerning this service.

## **CLAUSES REGARDING ORDERS**

### **C.12 52.216-18 ORDERING (OCT 1995) (VARIATION—OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated. Such orders may be issued during the contract term.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by facsimile, or by electronic commerce methods only if authorized in the contract.

### **C.13 52.216-19 ORDER LIMITATIONS (OCT 1995) (VARIATION I—AUG 1999)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount less than **\$100**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies or services under the contract. However, offerors may, if willing to accept smaller orders, specify a smaller amount in their offers. If a smaller amount is offered, it is mutually agreed that the Contractor will accept such orders and specify the smaller minimum order limitation in the applicable catalog/pricelist. If the offeror fails to specify a smaller amount, the Government may place orders for a smaller amount. Such orders shall be deemed



to be accepted by the Contractor, unless returned to the ordering office within 5 workdays after receipt by the Contractor.

- (b) Maximum order. The Contractor is not obligated to honor any order for a combination of items in excess of:

<u>ITEM NUMBER/SIN</u>	<u>MAXIMUM ORDER</u>
SIN 411 (ALL)	\$1,000,000 (1 million)
SIN 451 (ALL)	\$1,000,000 (1 million)
SIN 653 (ALL)	\$1,000,000 (1 million)

- (c) Notwithstanding paragraph (b) above, the Contractor shall honor any order exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 workdays after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- (d) Notwithstanding paragraph (b) and (c) above, the Contractor shall honor any purchase card orders exceeding the maximum orders in paragraph (b), unless that order (or orders) is returned to the ordering office within 24 hours after receipt, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### **C.14 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the expiration of the order.

#### **C.15 552.216-72 PLACEMENT OF ORDERS (SEP 1999) (ALTERNATE II—SEP 1999) - REVISED**

- (a) The organizations listed below may place orders under this contract. Questions regarding organizations authorized to use this schedule should be directed to the Contracting Officer.
- (1) Executive agencies.
  - (2) Other Federal Agencies.
  - (3) Mixed-ownership Government corporations.
  - (4) The District of Columbia.

- (5) Government Contractors authorized in writing by a Federal agency pursuant to 48 CFR 51.1.
- (6) Other activities and organizations authorized by statute or regulation to use GSA as a source of supply.
- (b) Orders may be placed through Electronic Data Interchange (EDI) or mailed in paper form or as set forth herein. EDI orders shall be placed using the American National Standards Institute (ANSI) X12 Standard for Electronic Data Interchange (EDI) format.
- (c) If the Contractor agrees, GSA's Federal Acquisition Service (FAS) will place all orders by EDI using computer-to-computer EDI. If computer-to-computer EDI is not possible, FAS will use an alternative EDI method allowing the Contractor to receive orders by facsimile transmission. Subject to the Contractor's agreement, other agencies may place orders by EDI.
- (d) When computer-to-computer EDI procedures will be used to place orders, the Contractor shall enter into one or more Trading Partner Agreements (TPA) with each Federal agency placing orders electronically in order to ensure mutual understanding by the parties of certain electronic transaction conventions and to recognize the rights and responsibilities of the parties as they apply to this method of placing orders. The TPA must identify, among other things, the third party provider(s) through which electronic orders are placed, the transaction sets used, security procedures, and guidelines for implementation. Federal agencies may obtain a sample format to customize as needed from the office specified in (g) below.
- (e) The Contractor shall be responsible for providing its own hardware and software necessary to transmit and receive data electronically. Additionally, each party to the TPA shall be responsible for the costs associated with its use of third party provider services.
- (f) Nothing in the TPA will invalidate any part of this contract between the Contractor and the General Services Administration. All terms and conditions of this contract that otherwise would be applicable to a mailed order shall apply to the electronic order.
- (g) The basic content and format of the TPA will be provided by:

General Services Administration  
Acquisition Operations and Electronic Commerce Center (FCS)  
Washington, DC 20406

Telephone: (703) 305-7741  
FAX: (703) 305-7720

#### **C.16 G-FSS-907 ORDER ACKNOWLEDGMENT (APR 1984)**

Contractors shall acknowledge only those orders which state "Order Acknowledgment Required." These orders shall be acknowledged within 5 days after receipt. Such acknowledgment shall be sent to the activity placing the order and contain information pertinent to the order, including the anticipated delivery date. All dates associated with an individual order are subject to negotiation between the ordering agency and the Contractor.

If the Contractor is unwilling to accept an order, the Contractor shall return it by mailing or delivering it to the ordering office within 5 workdays after receipt. Failure to return an order shall constitute acceptance whereupon all provisions of the contract shall apply to such order.

#### **C.17 I-FSS-599 ELECTRONIC COMMERCE—FACNET (APR 1997)**

- (a) **General Background.**

The Federal Acquisition Streamlining Act (FASA) of 1994 establishes the Federal Acquisition Network (FACNET) requiring the Government to evolve its acquisition process from one driven by paperwork into an expedited process based on electronic commerce/electronic data interchange (EC/EDI). FASA increased the Simplified Acquisition Threshold (SAT—formerly is known as "small purchases") to \$100,000 if an ordering activity is FACNET compliant. The interim rules on FACNET were published in the Federal Register on July 3, 1995.

EC/EDI means more than merely automating manual processes and eliminating paper transactions. It can and will help to move business processes (e.g., procurement, finance, logistics, etc.) into a fully electronic environment and fundamentally change the way organizations operate.

(b) **Trading Partners and Value-Added Networks (VAN's).**

Within the FACNET architecture, electronic documents (e.g., orders, invoices, etc.) are carried between the Federal Government's procuring office and Contractors (now known as "trading partners"). These transactions are carried by commercial telecommunications companies called Value-Added Networks (VAN's). Federal Government transactions are provided only to those VAN's that have been certified by DOD and connected to FACNET.

EDI can be done using standard office automation hardware and telecommunications. The selection of a VAN is a business decision Contractors must make. There are many different VAN's which provide a variety of electronic services and different pricing strategies. If your VAN only provides communications services, you may also need a software translation package.

(c) **Registration Instructions.**

To do EDI with the Government, Contractors must register as a trading partner with a VAN. Contractors shall register using an American National Standards Institute (ANSI) ANSI X12 838 transaction set, called a "Trading Partner Profile." A transaction set is a standard method of moving electronic data. VAN's will be able to assist Contractors with registration. Contractors shall provide regular business information, banking information, and EDI capabilities to all agencies in this single registration. A central repository of all trading partners has been developed. All Government procuring offices and other interested parties will have access to this central repository. The database is structured to identify the types of data elements which are public information and those which are confidential and not releasable.

A list of certified [VAN's](#) and software providers will be available from the Department of Defense (DOD) by calling 1(800) EDI-3414.

To register, Contractors must provide their Dun and Bradstreet (DUNS) number. The DUNS number is available by calling 1(800)333-0505. It is provided and maintained free of charge and only takes a few minutes to obtain. Contractors must provide their Tax Identification Number (TIN). The TIN is assigned by the Internal Revenue Service by calling 1(800)829-1040. Contractors shall also be required to provide information about company bank or financial institution for electronic funds transfer (EFT).

(d) **Implementation Conventions.**

All EDI transactions must comply with the Federal Implementation Conventions (IC's). Many VAN's and software providers have already built the IC requirements into their products. If you need to see the IC's, they are available on a registry maintained by the National Institute of Standards and Technology (NIST). It is accessible via the Internet at : <http://snad.ncsl.nist.gov/feded/>. IC's are available for common business documents such as Purchase Order, Price Sales Catalog, Invoice, Request for Quotes, etc.

(e) **Additional Information.**

For additional information on FACNET, contact the following Government Agency:

Federal Electronic Commerce Acquisition  
Program Management Office (ECA-PMO)  
5113 Leesburg Pike, Suite 400  
Falls Church, VA 22041  
703/681-0364 or 0369  
FAX 703/681-0362 or 0363  
Electronic Mail: useop@ncr.disa.mil  
Internet World Wide Web Home Page: <http://www.gsa.gov>

(f) **GSA Advantage!**.

- (1) **GSA Advantage!** will use this FACNET system to receive price lists and send purchase orders. **GSA Advantage!** enables customers to:
  - (i) Perform database searches across all contracts by Manufacturer, Manufacturer's Model/Part Number, and generic Product Categories.
  - (ii) Generate their own EDI delivery orders to Contractors, generate EDI delivery orders from the Federal Acquisition Service to Contractors, or download files to create their own delivery orders.
- (2) **GSA Advantage!** may be accessed via the INTERNET. The INTERNET address is: <http://www.gsa.gov>.

<b><u>CLAUSES REGARDING MISCELLANEOUS SUBMITTALS</u></b>
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**C.18 552.238-71 SUBMISSION AND DISTRIBUTION OF AUTHORIZED FAS SCHEDULE PRICELISTS (SEP 1999)**

- (a) Definition. For the purposes of this clause, the Mailing List is \*N/A at this time\*.
- (b) ~~The Contracting Officer will return one copy of the Authorized FAS Schedule Pricelist to the Contractor with the notification of contract award.~~
- (c)
  - (1) The Contractor shall provide to the GSA Contracting Officer:
    - (i) Two paper copies of Authorized FAS Schedule Pricelist; and
    - (ii) The Authorized FAS Schedule Pricelist on a common-use electronic medium. The Contracting Officer will provide detailed instructions for the electronic submission with the award notification. Some structured data entry in a prescribed format may be required.
  - (2) The Contractor shall provide to each addressee on the mailing list either:
    - (i) One paper copy of the Authorized FAS Schedule Price List; or
    - (ii) A self-addressed, postage-paid envelope or postcard to be returned by addressees that want to receive a paper copy of the pricelist. The Contractor shall distribute price lists within 20 calendar days after receipt of returned requests.
  - (3) The Contractor shall advise each addressee of the availability of pricelist information through the on-line Multiple Award Schedule electronic data base.

- (d) The Contractor shall make all of the distributions required in paragraph (c) at least 15 calendar days before the beginning of the contract period, or within 30 calendar days after receipt of the Contracting Officer's approval for printing, whichever is later.
- (e) During the period of the contract, the Contractor shall provide one copy of its Authorized FAS Schedule Pricelist to any authorized schedule user, upon request. Use of the mailing list for any other purpose is not authorized.

**C.19 552.238-74 INDUSTRIAL FUNDING FEE AND SALES REPORTING (JUL 2003)**

- (a) Reporting of Federal Supply Schedule Sales. The Contractor shall report all contract sales under this contract as follows:
  - (1) The Contractor shall accurately report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this contract by calendar quarter (January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31). The dollar value of a sale is the price paid by the Schedule user for products and services on a Schedule task or delivery order. The reported contract sales value shall include the Industrial Funding Fee (IFF). The Contractor shall maintain a consistent accounting method of sales reporting, based on the Contractor's established commercial accounting practice. The acceptable points at which sales may be reported include--
    - (i) Receipt of order;
    - (ii) Shipment or delivery, as applicable;
    - (iii) Issuance of an invoice; or
    - (iv) Payment.
  - (2) Contract sales shall be reported to FAS within 30 calendar days following the completion of each reporting quarter. The Contractor shall continue to furnish quarterly reports, including "zero" sales, through physical completion of the last outstanding task order or delivery order of the contract.
  - (3) Reportable sales under the contract are those resulting from sales of contract items to authorized users unless the purchase was conducted pursuant to a separate contracting authority such as a Governmentwide Acquisition Contract (GWAC); a separately awarded FAR Part 12, FAR Part 13, FAR Part 14, or FAR Part 15 procurement; or a non-FAR contract. Sales made to state and local governments under Cooperative Purchasing authority shall be counted as reportable sales for IFF purposes.
  - (4) The Contractor shall electronically report the quarterly dollar value of sales, including "zero" sales, by utilizing the automated reporting system at an Internet website designated by the General Services Administration's (GSA) Federal Acquisition Service (FAS). Prior to using this automated system, the Contractor shall complete contract registration with the FAS Vendor Support Center (VSC). The website address, as well as registration instructions and reporting procedures, will be provided at the time of award. The Contractor shall report sales separately for each National Stock Number (NSN), Special Item Number (SIN), or sub-item.
  - (5) The Contractor shall convert the total value of sales made in foreign currency to U.S. dollars using the "Treasury Reporting Rates of Exchange" issued by the U.S. Department of Treasury, Financial Management Service. The Contractor shall use the issue of the Treasury report in effect on the last day of the calendar quarter. The report is available from Financial Management Service, International Funds Branch, Telephone: (202) 874-7994, Internet: <http://www.fms.treas.gov/intn.html>.
- (b) The Contractor shall remit the IFF at the rate set by GSA's FAS.

- (1) The Contractor shall remit the IFF to FAS in U.S. dollars within 30 calendar days after the end of the reporting quarter; final payment shall be remitted within 30 days after physical completion of the last outstanding task order or delivery order of the contract.
- (2) The IFF represents a percentage of the total quarterly sales reported. This percentage is set at the discretion of GSA's FAS. GSA's FAS has the unilateral right to change the percentage at any time, but not more than once per year. FAS will provide reasonable notice prior to the effective date of the change. The IFF reimburses FAS for the costs of operating the Federal Supply Schedules Program and recoups its operating costs from ordering activities. Offerors must include the IFF in their prices. The fee is included in the award price(s) and reflected in the total amount charged to ordering activities. FAS will post notice of the current IFF at <http://72a.fss.gsa.gov/> or successor website as appropriate.
- (c) Within 60 days of award an FAS representative will provide the Contractor with specific written procedural instructions on remitting the IFF. FAS reserves the unilateral right to change such instructions from time to time, following notification to the Contractor.
- (d) Failure to remit the full amount of the IFF within 30 calendar days after the end of the applicable reporting period constitutes a contract debt to the United States Government under the terms of FAR Subpart 32.6. The Government may exercise all rights under the Debt Collection Improvement Act of 1996, including withholding or setting off payments and interest on the debt (see FAR clause [52.232-17](#), Interest). Should the Contractor fail to submit the required sales reports, falsify them, or fail to timely pay the IFF, this is sufficient cause for the Government to terminate the contract for cause.

## **C.20 I-FSS-95 RE-REPRESENTATION OF SIZE STATUS FOR OPTION PERIODS (JUN 2003)**

For certain requirements, the Government enters into contracts with multiple contractors for the same or similar services or products. Such contracts frequently contain options that allow the contract to be extended when it is determined to be in the best interest of the Government. Contract extensions may have an impact on the program established by the Government to assist small businesses when there is a change in the status of the Contractor during the contract term.

Prior to the time the Contracting Officer exercises an option, the Contractor will be required to re-represent business size status and 8(a) program eligibility to the Contracting Officer by completing the applicable portion of 52.212-3, Offeror Representations and Certification—Commercial Items, or 52.219-1, Small Business Program Representations, as applicable to this contract.

- (a) When the contract did not result from a small business set-aside:

If a previously awarded small business concern re-represents itself as other than small, an acceptable subcontracting plan must be negotiated with the Contracting Officer if the value of the remainder of the contract option periods exceeds the threshold for a subcontracting plan.

- (b) When the contract resulted from a small business set-aside:

If a previously awarded small business concern re-represents itself as other than small, the Contracting Officer shall be precluded from exercising the option.

- (c) When the contract resulted from an 8(a) set-aside:

If a previously awarded 8(a) small business concern re-represents itself as other than 8(a), the Contracting Officer shall be precluded from exercising the option.

## **C.21 I-FSS-597 GSA ADVANTAGE!™ (SEP 2000)**

- (a) The Contractor must participate in the GSA *Advantage!*™ online shopping service. Information and instructions regarding contractor participation are contained in clause [I-FSS-599](#), Electronic Commerce.
- (b) The Contractor also should refer to contract clauses [552.238-71](#), Submission and Distribution of Authorized GSA Schedule Pricelists (which provides for submission of pricelists on a common-use electronic medium), [I-FSS-600](#), Contract Pricelists (which provides information on electronic contract data), and [552.243-72](#), Modifications (which addresses electronic file updates).

## **C.22 I-FSS-600 CONTRACT PRICE LISTS (JUL 2004)**

- (a) Electronic Contract Data.
  - (1) At the time of award, the Contractor will be provided instructions for submitting electronic contract data in a prescribed electronic format as required by clause 552.238-71, Submission and Distribution of Authorized FAS Schedule Price Lists.
  - (2) The Contractor will have a choice to transmit its file submissions electronically through Electronic Data Interchange (EDI) in accordance with the Federal Implementation Convention (IC) or use the application made available at the time of award. The Contractor's electronic files must be complete; correct; readable; virus-free; and contain only those supplies and services, prices, and terms and conditions that were accepted by the Government. They will be added to GSA's electronic ordering system known as GSA Advantage!, a menu-driven database system that provides on-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic order. The Contractor's electronic files must be received no later than 6 months after award. Contractors should refer to clause I-FAS-597, GSA Advantage! for further information.
  - (3) Further details on EDI, ICs, and GSA Advantage! can be found in clause I-FSS-599, Electronic Commerce.
  - (4) The Contractor is encouraged to place the GSA identifier (logo) on their web site for those supplies or services covered by this contract. The logo can link to the contractor's Federal Supply Schedule price list. The identifier URL is located at [fss.gsa.gov/partnership/](http://fss.gsa.gov/partnership/). All resultant "web price lists" shown on the contractor's web site must be in accordance with section (b)(3)(ii) of this clause and nothing other than what was accepted /awarded by the Government may be included. If the contractor elects to use contract identifiers on its website (either logos or contract number) the website must clearly distinguish between those items awarded on the contract and any other items offered by the contractor on an open market basis.
  - (5) The contractor is responsible for keeping all electronic catalog data up to date; e.g., prices, product deletions and replacements, etc.
- (b) Federal Supply Schedule Price Lists.
  - (1) The Contractor must also prepare, print, and distribute a paper Federal Supply Schedule Price List as required by clause 552.238-71, Submission and Distribution of Authorized FAS Schedule Price Lists. This must be done as set forth in this paragraph (b).
  - (2) The Contractor must prepare a Federal Supply Schedule Price List by either:
    - (i) Using the commercial catalog, price list, schedule, or other document as accepted by the Government, showing accepted discounts, and obliterating all items, terms, and conditions not accepted by the Government by lining out those items or by a stamp across the face of the item stating "NOT UNDER CONTRACT" or "EXCLUDED"; or

- (ii) Composing a price list in which only those items, terms, and conditions accepted by the Government are included, and which contain only net prices, based upon the commercial price list less discounts accepted by the Government. In this instance, the Contractor must show on the cover page the notation "Prices Shown Herein are Net (discount deducted)".
- (3) The cover page of the Federal Supply Schedule Price List must include the following information prepared in the format set forth in this subparagraph (b)(3):

- (i) GENERAL SERVICES ADMINISTRATION

Federal Acquisition Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address GSA Advantage! is: [GSAAdvantage.gov](http://GSAAdvantage.gov).

Schedule Title

FSC Group, Part, and Section or Standard Industrial Group (as applicable)

FSC Class(es)/Product code(s) and/or Service Codes (as applicable)

Contract number

For more information on ordering from Federal Supply Schedules click on the FAS Schedules button at [fss.gsa.gov](http://fss.gsa.gov).

Contract period.

Contractor's name, address, and phone number (include toll-free WATS number and FAX number, if applicable)

Contractor's internet address/web site where schedule information can be found (as applicable).

Contract administration source (if different from preceding entry).

Business size.

- (ii) CUSTOMER INFORMATION: The following information should be placed under this heading in consecutively numbered paragraphs in the sequence set forth below. If this information is placed in another part of the Federal Supply Schedule Price List, a table of contents must be shown on the cover page that refers to the exact location of the information.

- 1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).
- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
- 1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item.
- 2. Maximum order.
- 3. Minimum order.
- 4. Geographic coverage (delivery area).



5. Point(s) of production (city, county, and State or foreign country).
6. Discount from list prices or statement of net price.
7. Quantity discounts.
8. Prompt payment terms.
- 9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.
- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.
10. Foreign items (list items by country of origin).
- 11a. Time of delivery. (Contractor insert number of days.)
- 11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery.
- 11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery.
- 11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.
12. F.O.B. point(s).
- 13a. Ordering address(es).
- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. Payment address(es).
15. Warranty provision.
16. Export packing charges, if applicable.
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level).
18. Terms and conditions of rental, maintenance, and repair (if applicable).
19. Terms and conditions of installation (if applicable).
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).

- 20a. Terms and conditions for any other services (if applicable)
  - 21. List of service and distribution points (if applicable).
  - 22. List of participating dealers (if applicable).
  - 23. Preventive maintenance (if applicable).
  - 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
  - 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/).
  - 25. Data Universal Number System (DUNS) number.
  - 26. Notification regarding registration in Central Contractor Registration (CCR) database.
- (4) Amendments to Federal Supply Schedule Price Lists must include on the cover page the same information as the basic document plus the title "Supplement No. (sequentially numbered)" and the effective date(s) of such supplements.
  - (5) The Contractor must provide two of the Federal Supply Schedule Price Lists (including covering letters), to the Contracting Officer 30 days after the date of award. Accuracy of information and computation of prices is the responsibility of the Contractor. NOTE: The obliteration discussed in subdivision (b)(2)(i) of this clause must be accomplished prior to the printing and distribution of the Federal Supply Schedule Price Lists.
  - (6) Inclusion of incorrect information (electronically or in paper) will cause the Contractor to reprint/resubmit/correct and redistribute the Federal Supply Schedule Price List, and may constitute sufficient cause for Cancellation, applying the provisions of 52.212-4 , Contract Terms and Conditions (paragraph (m), Termination for Cause), and application of any other remedies as provided by law—including monetary recovery.
  - (7) In addition, one copy of the Federal Supply Schedule Price List must be submitted to the **National Customer Service Center, Bldg. No. 4, 1500 E. Bannister Road, Kansas City, MO 64131.**

### **C.23 552.243-72 MODIFICATIONS (Multiple Award Schedule) (JUL 2000)**

(a) General. The Contractor may request a contract modification by submitting a request to the Contracting Officer for approval, except as noted in paragraph (d) of this clause. At a minimum, every request shall describe the proposed change(s) and provide the rationale for the requested change(s).

(b) Types of Modifications.

- (1) Additional items/additional SINS. When requesting additions, the following information must be submitted:
  - (i) Information requested in paragraphs (1) and (2) of the Commercial Sales Practice Format to add SINS.

(ii) Discount information for the new item(s) or new SIN(s). Specifically, submit the information requested in *paragraphs 3 through 5* of the Commercial Sales Practice Format. If this information is the same as the initial award, a statement to that effect may be submitted instead.

(iii) Information about the new item(s) or the item(s) under the new SIN(s) as described in [552.212-70](#), Preparation of Offer (Multiple Award Schedule) is required.

(iv) Delivery time(s) for the new item(s) or the items under the new SIN(s) must be submitted in accordance with [552.211-78](#), Commercial Delivery Schedule (Multiple Award Schedule).

(v) Production point(s) for the new item(s) or the item(s) under the new SIN(s) must be submitted if required by [52.215-6](#), Place of Performance.

(vi) Hazardous material information (if applicable) must be submitted as required by 52.223-3 (ALT I), Hazardous Material Identification and Material Safety Data.

(vii) Any information requested by [52.212-3\(f\)](#), Offeror Representations and Certifications - Commercial Items, that may be necessary to assure compliance with FAR 52.225-1, Buy American Act--Balance of Payments Program--Supplies.

(2) Deletions. The Contractor shall provide an explanation for the deletion. The Government reserves the right to reject any subsequent offer of the same item or a substantially equal item at a higher price during the same contract period, if the contracting officer finds the higher price to be unreasonable when compared with the deleted item.

(3) Price Reduction. The Contractor shall indicate whether the price reduction falls under item (i), (ii), or (iii) of paragraph (c)(1) of the Price Reductions clause at [552.238-75](#). If the price reduction falls under item (i), the Contractor shall submit a copy of the dated commercial price list. If the price reduction falls under item (ii) or (iii), the Contractor shall submit a copy of the applicable price list(s), bulletins or letters or customer agreements which outline the effective date, duration, terms and conditions of the price reduction.

(c) Effective Dates. The effective date of any modification is the date specified in the modification, except as otherwise provided in the Price Reductions clause at [552.238-75](#).

(d) Electronic File Updates. The Contractor shall update electronic file submissions to reflect all modifications. For additional items or SINs, the Contractor shall obtain the contracting officer's approval before transmitting changes. ~~Contract modifications will not be made effective until the Government receives the electronic file updates.~~ The Contractor may transmit price reductions, item deletions, and corrections without prior approval. However, the Contractor shall notify the contracting officer as set forth in the Price Reductions clause at [552.238-75](#).

(e) Amendments to Paper Federal Supply Schedule Price Lists.

(1) The Contractor must provide supplements to its paper price lists, reflecting the most current changes. The Contractor may either:

(i) Distribute a supplemental paper Federal Supply Schedule Price List within 15 workdays after the effective date of each modification.

(ii) Distribute quarterly cumulative supplements. The period covered by a cumulative supplement is at the discretion of the Contractor, but may not exceed three calendar months from the effective date of the earliest modification. For example, if the first modification occurs in February, the quarterly supplement must cover February - April, and every 3 month period after. The Contractor must distribute each quarterly cumulative supplement within 15 workdays from the last day of the calendar quarter.

(2) At a minimum, the Contractor shall distribute each supplement to those ordering activities that previously received the basic document. In addition, the Contractor shall submit two copies of each supplement to the contracting officer, and one copy to the FAS Schedule Information Center.

**C.24 552.216-70 ECONOMIC PRICE ADJUSTMENT--FAS MULTIPLE AWARD  
SCHEDULE CONTRACTS (SEP 1999) (ALTERNATE I--SEP 1999)**

**(Applicable to contracts where prices are based on catalogs or price lists)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.

Contractors may request price increases to be effective on or after the first 12 months of the contract period providing all of the following conditions are met:

- (1) Increases resulting from a reissue or other modification of the Contractor's commercial catalog/pricelist that was used as the basis for the contract award.
  - (2) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of this subparagraph (b)).
  - (3) Increases are requested before the last 60 days of the contract period.
  - (4) At least 30 days elapse between requested increases.
- (c) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 10 percent of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (d) The following material shall be submitted with the request for a price increase:
- (1) A copy of the commercial catalog/pricelist showing the price increase and the effective date for commercial customers.
  - (2) Commercial Sales Practice format regarding the Contractor's commercial pricing practice relating to the reissued or modified catalog/pricelist, or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.
  - (3) Documentation supporting the reasonableness of the price increase.
- (e) The Government reserves the right to exercise one of the following options:
- (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), and (d) of this clause are satisfied;
  - (2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or,
  - (3) Remove the product(s) from contract involved pursuant to the [CANCELLATION](#) Clause of this contract, when the increase requested is not supported.
- (f) The contract modification reflecting the price adjustment shall be signed by the Government and made effective upon receipt of notification from the Contractor that the new catalog/pricelist has been mailed to the addressees previously furnished by the Contracting Officer, provided that in no event shall such price adjustment be effective prior to the effective date of the commercial price increases. The increased contract prices shall apply to delivery orders issued to the Contractor on or after the effective date of the contract modification.

**C.25 I-FSS-969 ECONOMIC PRICE ADJUSTMENT—FAS MULTIPLE AWARD  
SCHEDULE (JAN 2002)**

**(Applicable to contracts where prices are NOT based on catalogs or price lists)**

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (a) Contractors shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction Clause.
- (b) There are two types of economic price adjustments (EPAs) possible under the Multiple Award Schedules (MAS) program for contracts not based on commercial catalogs or price lists as described below. Price adjustments may be effective on or after the first 12 months of the contract period on the following basis:
  - (1) **Adjustments based on escalation rates negotiated prior to contract award.** Normally, when escalation rates are negotiated, they result in a fixed price for the term of the contract. No separate contract modification will be provided when increases are based on negotiated escalation rates. Price increases will be effective on the 12-month anniversary date of the contract effective date, subject to paragraph (f), below.
  - (2) **Adjustments based on an agreed-upon market indicator prior to award.** The market indicator, as used in this clause, means the originally released public index, public survey or other public, based market indicator. The market indicator shall be the originally released index, survey or market indicator, not seasonally adjusted, published by the [to be negotiated], and made available at [to be identified]. Any price adjustment shall be based on the percentage change in the designated (i.e. indicator identification and date) market indicator from the initial award to the latest available as of the anniversary date of the contract effective date, subject to paragraph (e), below. If the market indicator is discontinued or deemed no longer available or reliable by the Government, the Government and the Contractor will mutually agree to a substitute. The contract modification reflecting the price adjustment will be effective upon approval by the Contracting Officer, subject to paragraph (g), below. The adjusted prices shall apply to orders issued to the Contractor on or after the effective date of the contract modification.
- (c) Notwithstanding the two economic price adjustments discussed above, the Government recognizes the potential impact of unforeseeable major changes in market conditions. For those cases where such changes do occur, the contracting officer will review requests to make adjustments, subject to the Government's examination of industry-wide market conditions and the conditions in paragraph (d) and (e), below. If adjustments are accepted, the contract will be modified accordingly. The determination of whether or not extra-ordinary circumstances exist rests with the contracting officer. The determination of an appropriate mechanism of adjustment will be subject to negotiations.
- (d) Conditions of price change requests under paragraphs b(2) and c above:
  - (1) No more than three increases will be considered during each succeeding 12-month period of the contract. (For succeeding contract periods of less than 12 months, up to three increases will be considered subject to the other conditions of subparagraph (b)).
  - (2) Increases are requested before the last 60 days of the contract period, including options.
  - (3) At least 30 days elapse between requested increases.
  - (4) In any contract period during which price increases will be considered, the aggregate of the increases during any 12-month period shall not exceed 5 percent (**5%**) of the contract unit price in effect at the end of the preceding 12-month period. The Government reserves the right to raise the ceiling when market conditions during the contract period support such a change.
- (e) The following material shall be submitted with request for a price increase under paragraphs b(2) and c above:
  - (1) A copy of the index, survey or pricing indicator showing the price increase and the effective date.
  - (2) Commercial Sales Practice format, per contract clause [52.215-21](#) Alternate IV, demonstrating the relationship of the Contractor's commercial pricing practice to the adjusted pricing proposed or a certification that no change has occurred in the data since completion of the initial negotiation or a subsequent submission.

- (3) Any other documentation requested by the Contracting Officer to support the reasonableness of the price increase.
- (f) The Government reserves the right to exercise one of the following options:
  - (1) Accept the Contractor's price increases as requested when all conditions of (b), (c), (d), and (e) of this clause are satisfied;
  - (2) Negotiate more favorable prices when the total increase requested is not supported; or,
  - (3) Decline the price increase when the request is not supported. The Contractor may remove the item(s) from contract involved pursuant to the Cancellation Clause of this contract.
- (g) Effective Date of Increases: No price increase shall be effective until the Government receives the electronic file updates pursuant to GSAM [552.243-72](#), Modifications (Multiple Award Schedule).
- (h) All MAS contracts remain subject to contract clauses GSAM [552.238-75](#), "Price Reductions"; and [552.215-72](#), "Price Adjustment -- Failure to Provide Accurate Information." In the event the application of an economic price adjustment results in a price less favorable to the Government than the price relationship established during negotiation between the MAS price and the price to the designated customer, the Government will maintain the price relationship to the designated customer.

**C.26 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—
  - (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
  - (2) The total number of new employees hired during the period covered by the report, and of the total, the numbered of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
  - (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form [VETS-100](#), entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."
- (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—
  - (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
  - (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

- (e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at [38 U.S.C. 4212](#) shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at [38 U.S.C. 4212](#) to identify themselves to the Contractor. The invitation shall state that—
  - (1) The information is voluntarily provided;
  - (2) The information will be kept confidential;
  - (3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and
  - (4) The information will be used only in accordance with the regulations promulgated under [38 U.S.C. 4212](#).
- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

## **CLAUSES REGARDING CONTRACTOR PERFORMANCE**

### **C.27 I-FSS-50 PERFORMANCE REPORTING REQUIREMENTS (FEB 1995)**

- (a) This clause applies to all contracts estimated to exceed \$100,000.
- (b) Unless notified otherwise in writing by the Contracting Officer, the Contractor may assume contract performance is satisfactory.

If negative performance information is submitted by customer agencies, the Contracting Officer will notify the Contractor in writing and provide copies of any complaints received. The Contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of corrective actions taken.

### **C.28 I-FSS-40 CONTRACTOR TEAM ARRANGEMENTS (JUL 2003)**

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with contract clause [552.238-74](#), Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

### **C.29 552.217-71 NOTICE REGARDING OPTION(S) (NOV 1992)**

The General Services Administration (GSA) has included an option to extend the contract for a period of five (5) years in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with [48 CFR 517.207](#).

### **C.30 I-FSS-163 OPTION TO EXTEND THE TERM OF THE CONTRACT (EVERGREEN) (APR 2000)**

- (a) The Government may require continued performance of this contract for an additional 5 year period when it is determined that exercising the option is advantageous to the Government considering price and other factors.

The option clause may not be exercised more than three times. When the option to extend the term of this contract is exercised the following conditions are applicable:

- (1) It is determined that exercising the option is advantageous to the Government considering price and the other factors covered in (2 through 4 below).
  - (2) The Contractor's electronic catalog/pricelist has been received, approved, posted, and kept current on GSA Advantage!™ in accordance with clause [I-FSS-600](#), Contract Price Lists.
  - (3) Performance has been acceptable under the contract.
  - (4) Subcontracting goals have been reviewed and approved.
- (b) The Contracting Officer may exercise the option by providing a written notice to the Contractor within 30 days, unless otherwise noted, prior to the expiration of the contract or option.
- (c) When the Government exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with another contract clause (e.g., Economic Price Adjustment Clause or Price Reduction Clause).

#### **C.31 I-FSS-639 CONTRACT SALES CRITERIA (MAR 2002)**

- (a) A contract will not be awarded unless anticipated sales are expected to exceed \$25,000 within the first 24 months following contract award, and are expected to exceed \$25,000 in sales each 12-month period thereafter.
- (b) The Government may cancel the contract in accordance with clause [552.238-73](#), Cancellation, unless reported sales are at the levels specified in paragraph (a) above.

#### **C.32 I-FSS-106 GUARANTEED MINIMUM (JUL 2003)**

The minimum that the Government agrees to order during the period of this contract is \$2,500. If the Contractor receives total orders for less than \$2,500 during the term of the contract, the Government will pay the difference between the amount ordered and \$2,500.

- (a) Payment of any amount due under this clause shall be contingent upon the Contractor's timely submission of GSA Form 72A reports (see GSAR [552.238-74](#) "Industrial Funding Fee and Sales Reporting") during the period of the contract and receipt of the close-out sales report pursuant to GSAR 552.238-74.
- (b) The guaranteed minimum applies only if the contract expires or contract cancellation is initiated by the Government. The guaranteed minimum does not apply if the contract is terminated for cause or if the contract is canceled at the request of the Contractor.

#### **C.33 552.238-73 CANCELLATION (SEP 1999)**

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 calendar days after the other party receives the notice of cancellation. If the Contractor elects to cancel this contract, the Government will not reimburse the minimum guarantee.



## **CLAUSES REGARDING CONTRACTOR INVOICING AND PAYMENT**

### **C.34 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

- (a) Method of payment.
- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either—
- |      |                                                                                                                                                         |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| (i)  | Accept payment by check or some other mutually agreeable method of payment; or                                                                          |
| (ii) | Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause). |
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in [31 CFR part 210](#).
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers.
- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for—
- |       |                                            |
|-------|--------------------------------------------|
| (i)   | Making a correct payment;                  |
| (ii)  | Paying any prompt payment penalty due; and |
| (iii) | Recovering any erroneously directed funds. |
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

- |      |                                                              |                                                                                                                                           |
|------|--------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|
| (i)  | office, the Government is deemed recovery of any erroneously | If the funds are no longer under the control of the payment to have made payment and the Contractor is responsible for directed funds; or |
| (ii) | the Government shall not make shall apply.                   | If the funds remain under the control of the payment office, payment, and the provisions of paragraph (d) of this clause                  |
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

### **C.35 552.232-74 INVOICE PAYMENTS (SEP 1999)**

- (a) The due date for making invoice payments by the designated payment office is:
- (1) For orders placed electronically by the General Services Administration (GSA) Federal Acquisition Service (FAS), and to be paid by GSA through electronic funds transfer (EFT), the later of the following two events:
    - (i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
    - (ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.
  - (2) For all other orders, the later of the following two events:

- (i) The 30th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.
  - (ii) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor.
- (3) On a final invoice, if the payment amount is subject to contract settlement actions, acceptance occurs on the effective date of the contract settlement.
- (b) The General Services Administration will issue payment on the due date in (a)(1) above if the Contractor complies with full cycle electronic commerce. Full cycle electronic commerce includes all the following elements:
  - (1) The Contractor must receive and fulfill electronic data interchange (EDI) purchase orders (transaction set 850).
  - (2) The Contractor must generate and submit to the Government valid EDI invoices (transaction set 810) or submit invoices through the GSA Finance Center Internet-based invoice process. Internet-based invoices must be submitted using procedures provided by GSA.
  - (3) The Contractor's financial institution must receive and process, on behalf of the Contractor, EFT payments through the Automated Clearing House (ACH) system.
  - (4) The EDI transaction sets in (b)(1) through (b)(3) above must adhere to implementation conventions provided by GSA.
- (c) If any of the conditions in (b) above do not occur, the 10 day payment due dates in (a)(1) become 30 day payment due dates.
- (d) Notwithstanding paragraph (g) of the clause at FAR [52.212-4](#), Contract Terms and Conditions--Commercial Items, if the Contractor submits hard-copy invoices, submit only an original invoice. No copies of the invoice are required.
- (e) All other provisions of the Prompt Payment Act (31 U.S.C. [3901](#) et seq.) and Office of Management and Budget (OMB) Circular A- 125, Prompt Payment, apply.

**C.36 552.232-77 PAYMENT BY GOVERNMENT COMMERCIAL PURCHASE CARD (MAR 2000) (ALTERNATE I—MAR 2000)**

(a) Definitions.

*“Governmentwide commercial purchase card”* means a uniquely numbered credit card issued by a contractor under GSA's Governmentwide Contract for Fleet, Travel, and purchase Card Services to named individual Government employees or entities to pay for official Government purchases.

*“Oral order”* means an order placed orally either in person or by telephone.

- (b) The Contractor must accept the Governmentwide commercial purchase card for payments equal to or less than the micro-purchase threshold (see Federal Acquisition Regulation 2.101) for oral or written orders under this contract.
- (c) The Contractor and the ordering agency may agree to use the Governmentwide commercial purchase card for dollar amounts over the micro-purchase threshold, and the Government encourages the Contractor to accept payment by the purchase card. The dollar value of a purchase card action must not exceed the ordering agency's established limit. If the Contractor will not accept payment by the purchase card for an order exceeding the

micro-purchase threshold, the Contractor must so advise the ordering agency within 24 hours of receipt of the order.

**C.37 552.232-78 PAYMENT INFORMATION (JUL 2000)**

The General Services Administration (GSA) makes information on contract payments available electronically at <http://www.finance.gsa.gov>. The Contractor may register at the site and review its record of payments. This site provides information only on payments made by GSA, not by other agencies.

**C.38 552.229-71 FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)**

If the District of Columbia cites an Internal Revenue Tax Exempt Certificate Number on orders placed under this contract, the Contractor shall bill shipments to the District of Columbia at prices exclusive of Federal excise tax and show the amount of such tax on the invoice.

<b><u>CLAUSES REGARDING SUBCONTRACTING</u></b>
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**C.39 552.219-71 NOTICE TO OFFERORS OF SUBCONTRACTING PLAN REQUIREMENTS (JUN 2005)**

The General Services Administration (GSA) is committed to assuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate in the performance of this contract consistent with its efficient performance. GSA expects any subcontracting plan submitted pursuant to FAR 52.219—9, Small Business Subcontracting Plan, to reflect this commitment. Consequently, an offeror, other than a small business concern, before being awarded a contract exceeding \$500,000 (\$1,000,000 for construction), must demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors in the performance of this contract.

**C.40 552.219-72 PREPARATION, SUBMISSION, AND NEGOTIATION OF SUBCONTRACTING PLANS (JUN 2005)**

- (a) An offeror, other than a small business concern, submitting an offer that exceeds \$500,000 (\$1,000,000 for construction) shall submit a subcontracting plan with its initial offer. The subcontracting plan will be negotiated concurrently with price and any required technical and management proposals, unless the offeror submits a previously-approved commercial plan.
- (b) Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits. The General Services Administration (GSA) expects that an offeror's subcontracting plan will reflect a commitment to assuring that small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns are provided the maximum practicable opportunity, consistent with efficient contract performance, to participate as subcontractors in the performance of the resulting contract. An offeror submitting a commercial plan can reflect this commitment through subcontracting opportunities it provides that relate to the offeror's production generally; i.e., for both its commercial and Government business.
- (c) GSA believes that this potential contract provides significant opportunities for the use of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business

concerns as subcontractors. Consequently, in addressing the eleven elements described at FAR 52.219-9(d) of the clause in this contract entitled Small Business Subcontracting Plan, the offeror shall:

- (1) Demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns in performing the contract.
  - (2) Include a description of the offeror's subcontracting strategies used in any previous contracts, significant achievements, and how this plan will build upon those earlier achievements.
  - (3) Demonstrate through its plan that it understands the small business subcontracting program's objectives and GSA's expectations, and it is committed to taking those actions necessary to meet these goals or objectives.
- (d) In determining the acceptability of any subcontracting plan, the Contracting Officer will take each of the following actions:
- (1) Review the plan to verify that the offeror demonstrates an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the program and has included all the information, goals, and assurances required by FAR 52.219-9.
  - (2) Consider previous goals and achievements of contractors in the same industry.
  - (3) Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns.
  - (4) Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.
- (e) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

**C.41 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005) (ALTERNATE I-- JUN 2005)**

(a) Maximum practicable utilization of small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns as subcontractors is a matter of national interest with both social and economic benefits.

(1)

The General Services Administration's (GSA's) commitment to ensuring that maximum practicable opportunity is provided to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns to participate as subcontractors in the performance of this contract, consistent with its efficient performance, must be reflected in the offeror's subcontracting plan submitted pursuant to the clause of this contract at FAR 52.219-9, Small Business Subcontracting Plan.

(2)

In addressing the eleven elements described at FAR 52.219-9(d), the offeror shall demonstrate that its subcontracting plan represents a creative and innovative program for involving small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran

owned small business concerns in performing this contract. An offeror submitting a commercial plan can demonstrate its commitment in providing maximum practicable opportunities through subcontracting opportunities it provides to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns that relate to the offeror's production generally; i.e., for both its commercial and Government business.

(3)

The subcontracting plan shall include a description of the offeror's subcontracting strategies used in previous contracts and significant achievements, with an explanation of how this plan will build upon those earlier achievements. Additionally, the offeror shall demonstrate through its plan that it understands the small business subcontracting program's objectives, GSA's expectations, and is committed to taking those actions necessary to meet these goals or objectives.

(b) the Contracting Officer will--

In determining the acceptability of any subcontracting plan,

(1)

Review the plan to verify that the offeror has demonstrated an understanding of the small business subcontracting program's objectives and GSA's expectations with respect to the programs and has included all the information, goals, and assurances required by FAR 52.219-9;

(2)

Consider previous goals and achievements of contractors in the same industry;

(3)

Consider information and potential sources obtained from agencies administering national and local preference programs and other advocacy groups in evaluating whether the goals stated in the plan adequately reflect the anticipated potential for subcontracting to small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns; and

(4)

Review the offeror's description of its strategies, historical performance and significant achievements in placing subcontracts for the same or similar products or services with small, HUBZone small, small disadvantaged, women-owned, veteran-owned, and service-disabled veteran owned small business concerns. The offeror's description can apply to commercial as well as previous Government contracts.

(c) Failure to submit an acceptable subcontracting plan and/or correct deficiencies in a plan within the time specified by the Contracting Officer shall make the offeror ineligible for award.

#### **C.42 52.219-16 LIQUIDATED DAMAGES- SUBCONTRACTING PLAN (JAN 1999)**

- (a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply

shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

## **CLAUSES REGARDING ORDERING AGENCY TASK ORDERS**

### **C.43 C-FSS-370 CONTRACTOR TASKS / SPECIAL REQUIREMENTS (NOV 2003)**

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub. L. 99-234 and [FAR Part 31](#), and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with [FAR Part 9.5](#).
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

#### **C.44 I-FSS-60 PERFORMANCE INCENTIVES (APR 2000)**

- a) When using a performance based statement of work, performance incentives may be agreed upon between the Contractor and the ordering office on individual fixed price orders or Blanket Purchase Agreements, for fixed price tasks, under this contract in accordance with this clause.
- b) The ordering office must establish a maximum performance incentive final price for these services/ and/or total solutions on individual orders or Blanket Purchase Agreements.
- c) Performance incentives may be agreed upon between the contractor and the ordering activity on individual orders or Blanket Purchase Agreements placed under this contract in accordance with this clause.
- d) To the maximum extent practicable, ordering offices shall consider establishing incentives where performance is critical to the agency's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks when performance is critical.

The above procedures do not apply to Time and Material or labor hour orders.

#### **C.45 I-FSS-125 REQUIREMENTS EXCEEDING THE MAXIMUM ORDER (SEP 1999)**

- (a) 

exceeds the maximum order threshold,	In accordance with <a href="#">FAR 8.404</a> , before placing an order that ordering offices shall—
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  - (1) Review additional schedule Contractors' catalogs/price lists or use the "GSA Advantage!" on-line shopping service;
  - (2) Based upon the initial evaluation, generally seek price reductions from the schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
  - (3) After price reductions have been sought, place the order with the schedule Contractor that provides the best value and results in the lowest overall cost alternative (see [FAR 8.404](#) (a)). If further price reductions are not offered, an order may still be placed, if the ordering office determines that it is appropriate.
- (b) Vendors may:
  - (1) offer a new lower price for this requirement (the Price Reduction clause is not applicable to orders placed over the maximum order in FAR [52.216-19](#) Order Limitations.)
  - (2) offer the lowest price available under the contract; or
  - (3) decline the order (orders must be returned in accordance with FAR [52.216-19](#)).



- (c) A delivery order that exceeds the maximum order may be placed with the Contractor selected in accordance with [FAR 8.404](#). The order will be placed under the contract.
- (d) Sales for orders that exceed the Maximum Order shall be reported in accordance with GSAR [552.238-74](#).

#### **C.46 I-FSS-646 BLANKET PURCHASE AGREEMENTS (MAY 2000)**

Blanket Purchase Agreements (BPAs) can reduce costs and save time because individual orders and invoices are not required for each procurement but can instead be documented on a consolidated basis. The Contractor agrees to enter into BPAs with ordering activities provided that:

- (a) The period of time covered by such agreements shall not exceed the period of the contract including option year period(s);
- (b) Orders placed under such agreements shall be issued in accordance with all applicable regulations and the terms and conditions of the contract; and
- (c) BPAs may be established to obtain the maximum discount (lowest net price) available in those schedule contracts containing volume or quantity discount arrangements.

#### **C.47 FBG-I-FSS-0002**

#### **ORDERING PROCEDURES (JAN 2003)**

For products and services that don't require a statement of work as noted herein, ordering agencies will follow the ordering procedures as set forth in [FAR 8.4](#). For services that require a statement of work as noted herein, ordering agencies will follow the ordering procedures set forth at the [GSA Schedules](#) website ([www.gsa.gov/schedules](http://www.gsa.gov/schedules)).

#### **C.48 RESERVED**

#### **C.49 I-FSS-140-B URGENT REQUIREMENTS (JAN 1994)**

When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering agency, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

#### **C.50 TERMINATION OF TASK ORDERS**

Any ordering office may, in respect to any one or more task orders placed by it under the contract, exercise the same right of termination as described in FAR clause [52.212-4](#), subparagraph l) Termination for the Government's convenience, and subparagraph m) Termination for Cause.

#### **C.51 CONDUCT OF CONTRACTOR PERSONNEL**

All Contractor personnel providing services under a task order pursuant to this solicitation must conduct themselves so that their dealings and actions in performance of the task order are above reproach in every respect. Accordingly, Contractor personnel must not allow themselves to be put in a situation where a conflict of interest may arise or justifiably might be suspected by reason of accepting entertainment, gifts, or favors of any kind or by any other action that would result in financial profit to themselves or which could influence or be interpreted as influencing the strict impartiality that must prevail in all business relationships where the public interest is involved. Further, Contractor personnel shall be cautious of acceptance of outside employment or other outside activity if that employment would give rise to a real or apparent conflict of interest situation.

## **MISCELLANEOUS CLAUSES**

### **C.52 52.227-14 -- Rights in Data – General (Jun 1987)**

(a) *Definitions.* “Computer software,” as used in this clause, means computer programs, computer data bases, and documentation thereof.

“Data,” as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

“Form, fit, and function data,” as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

“Limited rights,” as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

“Limited rights data,” as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications thereof.

“Restricted computer software,” as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

“Restricted rights,” as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

“Technical data,” as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

“Unlimited rights,” as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

#### **(b) *Allocation of rights.***

(1) Except as provided in paragraph (c) of this clause regarding copyright, the Government shall have unlimited rights in --

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to --

(i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;

(iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) *Copyright --*

(1) *Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; *provided*, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph (c), and to include such notices on all reproductions of the data.

(d) *Release, publication and use of data.*

(1) The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(e) *Unauthorized marking of data.*

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in subdivision (e)(1)(i) of this clause, the Contracting Officer shall consider such written justification and determine whether or not the markings are to be canceled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor shall be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer shall furnish the Contractor a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in subparagraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) *Omitted or incorrect markings.*

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor --

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the use of the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also

(i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or

(ii) correct any incorrect notices.

(g) *Protection of limited rights data and restricted computer software.*

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) -- (3) [Reserved]

(h) *Subcontracting.* The Contractor has the responsibility to obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) *Relationship to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

### **C.53 52.227-19 -- Commercial Computer Software -- Restricted Rights (Jun 1987)**

(a) As used in this clause, "restricted computer software" means any computer program, computer data base, or documentation thereof, that has been developed at private expense and either is a trade secret, is commercial or financial and confidential or privileged, or is published and copyrighted.

(b) Notwithstanding any provisions to the contrary contained in any Contractor's standard commercial license or lease agreement pertaining to any restricted computer software delivered under this purchase order/contract, and irrespective of whether any such agreement has been proposed prior to or after issuance of this purchase order/contract or of the fact that such agreement may be affixed to or accompany the restricted computer software upon delivery, vendor agrees that the Government shall have the rights that are set forth in paragraph (c) of this clause to use, duplicate or disclose any restricted computer software delivered under this purchase order/contract. The terms and provisions of this contract, including any commercial lease or license agreement, shall be subject to paragraph (c) of this clause and shall comply with Federal laws and the Federal Acquisition Regulation.

(c)

(1) The restricted computer software delivered under this contract may not be used, reproduced or disclosed by the Government except as provided in subparagraph (c)(2) of this clause or as expressly stated otherwise in this contract.

(2) The restricted computer software may be --

- (i) Used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;
- (ii) Used or copied for use in or with backup computer if any computer for which it was acquired is inoperative;
- (iii) Reproduced for safekeeping (archives) or backup purposes;
- (iv) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to same restrictions set forth in this purchase order/contract;
- (v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this purchase order/contract; and
- (vi) Used or copied for use in or transferred to a replacement computer.

(3) If the restricted computer software delivered under this purchase order/contract is published and copyrighted, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in subparagraph (c)(2) of this clause unless expressly stated otherwise in this purchase order/contract.

(4) To the extent feasible the Contractor shall affix a Notice substantially as follows to any restricted computer software delivered under this purchase order/contract; or, if the vendor does not, the Government has the right to do so:

**Notice Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract (or Purchase Order) No. \_\_\_\_\_.**

(d) If any restricted computer software is delivered under this contract with the copyright notice of 17 U.S.C. 401, it will be presumed to be published and copyrighted and licensed to the Government in accordance with subparagraph (c)(3) of this clause, unless a statement substantially as follows accompanies such copyright notice:

Unpublished -- Rights Reserved Under the Copyright Laws of the United States.

#### **C.54 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. For contract clauses which are contained in the Federal Acquisition Regulation (FAR) the address is: [www.arnet.gov/far/](http://www.arnet.gov/far/).

[52.203-3](#)

Gratuities (APR 1984)

[52.204-4](#)

Printed or Copied Double-Sided on Recycled Paper (AUG 2000)

[52.209-6](#)

Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (AUG 1995)

<a href="#">52.212-1</a>	Instructions to Offerors – Commercial Items (JAN 2004)
<a href="#">52.215-21</a>	Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data – Modifications (OCT 1997) (Alternate IV—OCT 1997) (Variation I – AUG 1997)
<a href="#">52.222-1</a>	Notice To The Government Of Labor Disputes (FEB 1997)
<a href="#">52.222-35</a>	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
<a href="#">52.222-46</a>	Evaluation of Compensation for Professional Employees (FEB 1993)
<a href="#">52.223-6</a>	Drug Free Workplace (MAR 2001)
<a href="#">52.224-1</a>	Privacy Act Notification (APR 1984)
<a href="#">52.224-2</a>	Privacy Act (APR 1984)
<a href="#">52.232-8</a>	Discount for Prompt Payment (FEB 2002)
<a href="#">52.232-17</a>	Interest (Jun 1996)
<a href="#">52.232-37</a>	Multiple Payment Arrangements (MAY 1999)
<a href="#">52.237-3</a>	Continuity of Services (JAN 1991)
<a href="#">52.237-10</a>	Identification of Uncompensated Overtime (OCT 1997)
<a href="#">52.242-13</a>	Bankruptcy (Jul 1995)
<a href="#">52.246-4</a>	Inspection of Services—Fixed Price (AUG 1996)
<a href="#">52.247-34</a>	F.O.B. Destination (NOV 1991)

**C.55 552.252-6 AUTHORIZED DEVIATIONS OR VARIATIONS IN CLAUSES (SEP 1999)  
(DEVIATION FAR 52.252-6)**

- (a) Deviations to FAR clauses.
  - (1) This solicitation or contract indicates any authorized deviation to a Federal Acquisition Manual (48 CFR Chapter 1) clause by the addition of "(DEVIATION)" after the date of the clause, if the clause is not published in the General Services Administration Acquisition Manual (48 CFR Chapter 5).
  - (2) This solicitation indicates any authorized deviation to a Federal Acquisition Regulation (FAR) clause that is published in the General Services Administration Acquisition Manual by the addition of "(DEVIATION (FAR clause no.))" after the date of the clause.
- (b) Deviations to GSAM clauses. This solicitation indicates any authorized deviation to a General Services Administration Acquisition Manual clause by the addition of "(DEVIATION)" after the date of the clause.
- (c) "Substantially the same as" clauses. Changes in wording of clauses prescribed for use on a "substantially the same as" basis are not considered deviations.

**C.56 552.212-71 CONTRACT TERMS AND CONDITIONS APPLICABLE TO GSA  
ACQUISITION OF COMMERCIAL ITEMS (JUL 2003)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

- ☒ [552.229-71](#) FEDERAL EXCISE TAX—DC GOVERNMENT (SEP 1999)
- (a) Provisions.
  - ☐ 552.237-70 Qualifications of Offerors
- (b) Clauses.
  - ☒ [552.203-71](#) RESTRICTION ON ADVERTISING (SEP 1999)
  - ☒ [552.228-70](#) WORKERS' COMPENSATION LAWS
  - ☒ [552.232-8](#) DISCOUNTS FOR PROMPT PAYMENT
  - ☒ [552.232-23](#) ASSIGNMENT OF CLAIMS
  - ☒ [552.246-73](#) WARRANTY—MULTIPLE AWARD SCHEDULE

**C.57 552.215-71 EXAMINATION OF RECORDS BY GSA (MULTIPLE AWARD  
SCHEDULE) (JUL 2003)**

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall have access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this contract for over billings, billing errors, compliance with the Price Reduction clause and compliance with the Industrial Funding Fee and Sales Reporting clause of this contract. This authority shall expire 3 years after final payment. The basic contract and each option shall be treated as separate contracts for purposes of applying this clause.

**C.58 552.215-72 PRICE ADJUSTMENT—FAILURE TO PROVIDE ACCURATE  
INFORMATION (AUG 1997)**

- (a) The Government, at its election, may reduce the price of this contract or contract modification if the Contracting Officer determines after award of this contract or contract modification that the price negotiated was increased by a significant amount because the Contractor failed to:
  - (1) provide information required by this solicitation/contract or otherwise requested by the Government; or
  - (2) submit information that was current, accurate, and complete; or
  - (3) disclose changes in the Contractor's commercial pricelist(s), discounts or discounting policies which occurred after the original submission and prior to the completion of negotiations.
- (b) The Government will consider information submitted to be current, accurate and complete if the data is current, accurate and complete as of 14 calendar days prior to the date it is submitted.



- (c) If any reduction in the contract price under this clause reduces the price for items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States—
  - (1) The amount of the overpayment; and
  - (2) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective each quarter prescribed by the Secretary of Treasury under [26 U.S.C. 6621\(a\)\(2\)](#).
- (d) Failure to agree on the amount of the decrease shall be resolved as a dispute.
- (e) In addition to the remedy in paragraph (a) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

**C.59 552.238-75 PRICE REDUCTIONS (SEP 1999)**

- (a) Before award of a contract, the Contracting Officer and the Offeror will agree upon (1) the customer (or category of customers) which will be the basis of award, and (2) the Government's price or discount relationship to the identified customer (or category of customers). This relationship shall be maintained throughout the contract period. Any change in the Contractor's commercial pricing or discount arrangement applicable to the identified customer (or category of customers) which disturbs this relationship shall constitute a price reduction.
- (b) During the contract period, the Contractor shall report to the Contracting Officer all price reductions to the customer (or category of customers) that was the basis of award. The Contractor's report shall include an explanation of the conditions under which the reductions were made.
- (c)
  - (1) A price reduction shall apply to purchases under this contract if, after the date negotiations conclude, the Contractor—
    - (i) Revises the commercial catalog, pricelist, schedule or other document upon which contract award was predicated to reduce prices;
    - (ii) Grants more favorable discounts or terms and conditions than those contained in the commercial catalog, pricelist, schedule or other documents upon which contract award was predicated; or
    - (iii) Grants special discounts to the customer (or category of customers) that formed the basis of award, and the change disturbs the price/discount relationship of the Government to the customer (or category of customers) that was the basis of award.
  - (2) The Contractor shall offer the price reduction to the Government with the same effective date, and for the same time period, as extended to the commercial customer (or category of customers).
- (d) There shall be no price reduction for sales—
  - (1) To commercial customers under firm, fixed-price definite quantity contracts with specified delivery in excess of the maximum order threshold specified in this contract;
  - (2) To Federal agencies; or
  - (3) Caused by an error in quotation or billing, provided adequate documentation is furnished by the Contractor to the Contracting Officer.

- (e) The Contractor may offer the Contracting Officer a voluntary Governmentwide price reduction at any time during the contract period.
- (f) The Contractor shall notify the Contracting Officer of any price reduction subject to this clause as soon as possible, but not later than 15 calendar days after its effective date.
- (g) The contract will be modified to reflect any price reduction which becomes applicable in accordance with this clause.

**C.60 I-FSS-108 CLAUSES FOR OVERSEAS COVERAGE (MAY 2000)**

The following clauses apply to overseas coverage.

<a href="#">52.214-34</a>	Submission of Offers in the English Language
<a href="#">52.214-35</a>	Submission of Offers in U.S. Currency
<a href="#">52.247-34</a>	FOB Destination
<a href="#">F-FSS-202-F</a>	Delivery Prices
<a href="#">I-FSS-314</a>	Foreign Taxes and Duties
<a href="#">I-FSS-594</a>	Parts and Service

**C.61 I-FSS-109 ENGLISH LANGUAGE AND U.S. DOLLAR REQUIREMENTS (MAR 1998)**

- (a) All documents produced by the Contractor to fulfill requirements of this contract including, but not limited to, Federal Supply Schedule catalogs and pricelists, must reflect all terms and conditions in the English language.
- (b) U.S. dollar equivalency, if applicable, will be based on the rates published in the “Treasury Reporting Rates of Exchange” in effect as of the date of the agency’s purchase order or in effect during the time period specified elsewhere in this contract.

**C.62 I-FSS-965 INTERPRETATION OF CONTRACT REQUIREMENTS (APR 1984)**

No interpretation of any provision of this contract, including applicable specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his designated representative.

**C.63 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (SEP 2005)**

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
  - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\*   X   \* (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\*        \* (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

- \* \_\_\_\_\* (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \* \_\_\_\_\* (4) (i) 52.219-5, Very Small Business Set-Aside (JUN 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- \* \_\_\_\_\* (ii) Alternate I (MAR 1999) of 52.219-5.
- \* \_\_\_\_\* (iii) Alternate II (JUN 2003) of 52.219-5.
- \* \_\_\_\_\* (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- \* \_\_\_\_\* (ii) Alternate I (OCT 1995) of 52.219-6.
- \* \_\_\_\_\* (iii) Alternate II (MAR 2004) of 52.219-6.
- \* \_\_\_\_\* (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- \* \_\_\_\_\* (ii) Alternate I (OCT 1995) of 52.219-7.
- \* \_\_\_\_\* (iii) Alternate II (MAR 2004) of 52.219-7.
- \* \_\_X\_\_\* (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d) (2) and (3)).
- \* \_\_X\_\_\* (8) (i) 52.219-9, Small Business Subcontracting Plan (JUL 2005) (15 U.S.C. 637 (d)(4)).
- \* \_\_\_\_\* (ii) Alternate I (OCT 2001) of 52.219-9.
- \* \_\_\_\_\* (iii) Alternate II (OCT 2001) of 52.219-9.
- \* \_\_\_\_\* (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637 (a) (14)).
- \* \_\_\_\_\* (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \* \_\_\_\_\* (ii) Alternate I (JUN 2003) of 52.219-23.
- \* \_\_\_\_\* (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \* \_\_\_\_\* (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \* \_\_\_\_\* (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004).
- \* \_\_X\_\_\* (14) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- \* \_\_\_\_\* (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126).

- \*\_\_X\_\_\* (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- \*\_\_X\_\_\* (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- \*\_\_X\_\_\* (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \*\_\_X\_\_\* (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \*\_\_\_\_\_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- \*\_\_X\_\_\* (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- \*\_\_\_\_\_ (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962 (c) (3) (A) (ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962 (i) (2) (C)).
- \*\_\_\_\_\_ (23) 52.225-1, Buy American Act—Supplies (JUN 2003) (41 U.S.C. 10a-10d).
- \*\_\_\_\_\_ (24) (i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JAN 2005) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.
- \*\_\_\_\_\_ (25) 52.225-5, Trade Agreements (JAN 2005) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \*\_\_X\_\_\* (26) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \*\_\_\_\_\_ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- \*\_\_X\_\_\* (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- \*\_\_\_\_\_ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \*\_\_\_\_\_ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307 (f)).
- \*\_\_\_\_\_ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- \*\_\_\_\_\_ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- \*\_\_X\_\_\* (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\*   X   \* (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\*        \* (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\*        \* (ii) Alternate I (APR 2003) of 52.247-64.

- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\*   X   \* (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

\*   X   \* (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\*   X   \* (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\*        \* (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\*        \* (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

- (d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
  - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
  - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
  - (vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).
  - (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

**C.64 52.222-49 SERVICE CONTRACT ACT—PLACE OF PERFORMANCE UNKNOWN (MAY 1989)**

- (a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation ([ATTACHMENTS D.24 AND D.25](#)). Wage determinations have also been requested for the following: TO BE IDENTIFIED BY THE OFFEROR IF [ATTACHMENTS D.24 AND D.25](#) DO NOT CONTAIN THE DESIRED LOCATION. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing within 30 calendar days of the request.
- (b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

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## **DOMESTIC DELIVERY SERVICES**

### **SIN 451-1 AND 451-2 - DOMESTIC DELIVERY SERVICES**

**B.5.4 Domestic Delivery Services, NAICS Code 481112, OPEN TO ALL SOURCES:** Federal agencies spent more than \$213,700,000 for domestic delivery services during fiscal year 2004. The General Services Administration

(GSA) has offered domestic delivery services through its GSA Multiple Award Schedules program since 2001, leveraging the Government's purchasing power by soliciting for domestic delivery services for both express small package, heavyweight, and ground shipments to assist the Government in meeting its delivery needs. Services include, but are not limited to, the following:

Express Same Day  
Express Next Day  
Express 2 Day  
Express 3 Day  
Ground Routine Delivery  
Accessorials  
Value-Added Services  
Reporting

All services necessary to provide domestic delivery services are required.

Typical tasks may include, but are not limited to:

- Package pick up
- Package delivery
- Hazardous material
- Package tracking
- Special handling
- Management reports

Domestic Delivery Service is comprised of two special item numbers:

**SIN 451-1, Express Small/Heavyweight Package Domestic Delivery Services, NAICS Code 481112, OPEN TO ALL SOURCES:** Commercial delivery services for Express Same Day, Next Day, Two Day, and Three Day delivery of extremely urgent letters, small packages, and heavyweight shipments, including any accessorial services, offered to the general public. Contractors may offer any combination of days or weight ranges for either the Express Small Package or the Express Heavyweight Delivery Services. For Express Small Package and Express Heavyweight Delivery Services prices must cover delivery nationwide (CONUS), Alaska, Hawaii, and Commonwealth of Puerto Rico, in accordance with the Statement of Work. For Express Small Package Services and Express Heavyweight Delivery Services, offers may treat Puerto Rico as a domestic or international shipment as offered commercially.

**SIN 451-2, Ground Delivery Services, NAICS Code 481112, OPEN TO ALL SOURCES:** Commercial delivery services for Ground day-definite delivery of small package shipments, including any accessorial services, offered to the general public. Ground Delivery Services prices must cover delivery nationwide (CONUS), and prices for Alaska, Hawaii, or the Commonwealth of Puerto Rico, only if offered commercially, in accordance with the Statement of Work. Ground Small Package Delivery Services Offers may treat Puerto Rico as a domestic or international shipment as offered commercially.

#### **(1) Definitions:**

**Accessorial Services:** Other services in addition to the basic cost to transport the shipment.

**Adjacent Loading Area:** A pickup or delivery location that is directly accessible from the curb and is no more than 50 feet inside the outermost door.

**Business Days:** Monday through Friday, except Federal holidays for CONUS (see definition below), Alaska and Hawaii. For the Commonwealth of Puerto Rico business days are Monday through Friday, except Federal holidays and Commonwealth of Puerto Rico holidays (see definition of Commonwealth of Puerto Rico holidays below).

**Civil Reserve Air Fleet (CRAF) Program:** A program managed by the Air Mobility Command (AMC) which provides for airlift services in the national and international CRAF segments for the Department of Defense (DoD). The CRAF program is designed to augment military airlift capabilities with commercial aircraft during airlift emergencies, national emergencies or activation of CRAF.

**Commercial Bill Of Lading (CBL):** A uniquely numbered document used and furnished by the Contractor in its standard commercial practice and used to identify consignor, consignee, origin, destination, commodity description of the shipment, and as the underlying document for billing purposes.

**Commercial Forms and Procedures (CF&P):** A reference to commercial service bills, invoices and rules used by industry, as opposed to government forms, such as the Government Bill of Lading (GBL).

**Commercial Service Guide:** A publication issued by a carrier applicable to the general public that describes the Contractor's commercial practices such as levels and conditions of service, pickup and delivery commitments, liability provisions, etc.

**Commercially:** Services offered to the general public by the Contractor as part of its standard commercial practice.

**Commonwealth of Puerto Rico Holidays:** These holidays apply to shipments to and from the Commonwealth of Puerto Rico.

Three Kings Day: (January 6)

Good Friday: (changes each year)

Puerto Rico's Constitution Day: (July 25)

**Consignee:** The person or organization receiving the shipment.

**Consignor:** The person or organization originating the shipment.

**CONUS:** All ZIP Codes within the contiguous United States (excluding Alaska and Hawaii), including the District of Columbia (DC).

**Delivery Receipt:** A listing of all packages being delivered by the Contractor's tracking number or any other tracking identification number used to track packages that the Contractor offers commercially.

**Desktop Delivery:** Delivery of a shipment to the desk/work station of the consignee or designated work area.

**Desktop Pickup:** Pickup of a shipment from the desk/work station of the consignor or designated work area.

**Dimensional Weight (DIM Weight):** When the charges for a shipment are computed on the basis of volume rather than weight it is referred to as a dimensional or DIM weight shipment. Dimensional weight is calculated by multiplying the length x width x height of each piece in the shipment in inches and dividing by 194 [i.e.,  $(L \times W \times H) \div 194$ ].

**Door to Door:** Pickup of an Express Small Package or Ground Small Package shipment from the consignor and delivery to the consignee.

**Envelope:** A container used by the Contractor to ship documents weighing up to 8 ounces. Not used for Ground service.

**Express Delivery:** Small Package or Heavyweight shipments with Express Same Day, Next Day, Two Day, or Three Day delivery service.

**Express Same Day Delivery:** Express Small Package or Heavyweight delivery service with delivery the same day of pick-up.

**Express Heavyweight Shipments:** Single and multi package shipments weighing over 150 pounds with Same Day, Next Day, Two Day, or Three Day Express delivery requirements. The shipper selects the day of delivery the shipment will be delivered. For Express delivery of Heavyweight shipments, the total weight of a multiple package shipment must exceed 150 pounds, and individual packages within the shipment may or may not exceed 150 pounds.

**Express Next Day Delivery:** Express Small Package or Express Heavyweight delivery service with delivery the next business day after the day of pickup.



**Express Small Package Shipments:** Extremely urgent letter and small package shipments with Same Day, Next Day, Two Day, or Three Day Express delivery requirements. The shipper selects the day of delivery the shipment will be delivered. For Express delivery of small packages, the total weight of a multiple package shipment may exceed 150 pounds, as long as no single package weighs over 150 pounds.

**Express Three Day Delivery:** Express Small Package or Express Heavyweight delivery service with delivery the third business day after the day of pickup.

**Express Two Day Delivery:** Express Small Package or Express Heavyweight delivery service with delivery the second business day after the day of pickup.

**Extremely Urgent Letters:** A letter is defined by the U.S. Postal Service regulations as a message recorded in or on a tangible object and directed to a specific person or address (39 CFR 310.1 (a) (1) – (7)). A letter will be considered to be “extremely urgent”, without regard to the nature of its contents, and may be transported for others by means other than the U.S. Postal Service if either (1) or (2) are met: (1) the amount charged by a private carrier for delivery is at least \$3.00 or twice the applicable First Class postal rate, whichever is greater, or (2) the letter’s value or usefulness will be lost or greatly diminished if the letter is not delivered within a specified delivery time depending upon the distance traveled (39 CFR 320.6 (a) – (f)).

**Federal Holidays:**

New Year’s Day  
King’s Birthday  
Washington’s Birthday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

The Contractor shall be required to include as a holiday any day designated as a holiday by Federal Statute or Executive Order.

**FIPS:** Federal Information Processing Standards. Publication 95-1 lists the 4-digit codes for each Federal agency. This publication is available at <http://www.itl.nist.gov/fipspubs/fip95-1.htm>.

**Fiscal Year:** October 1 through September 30.

**Girth:** The circumference of a package measured at the widest point of the package.

**Government Cost-Reimbursable Contractor:** A Contractor who has been awarded a cost-reimbursement type contract by the Government that provides for payment of allowable incurred costs (to the extent prescribed in the contract) by the agency that awarded the contract.

**Ground Small Package:** Routine day-definite delivery of small packages (1 to 150 pounds) based upon origin/destination ZIP Code distances. A ground multiple small package shipment may exceed 150 pounds, as long as no single package within the shipment weighs over 150 pounds. Delivery is within 1 to 7 business days depending upon the ZIP Code distance. Remote locations may require longer delivery time than 7 business days. Throughout this Statement of Work Ground Small Package will be referred to as “Ground”.

**Ground Small Package Delivery Shipments:** Small package shipments receiving delivery based upon origin/destination ZIP Code distances. For Ground day-definite delivery of small packages, the total weight of a multiple package shipment may exceed 150 pounds, as long as no single package within the shipment weighs over 150 pounds. For Ground small package delivery to private residences the maximum single package weight shall be 70 pounds, or the single package weight offered commercially, whichever is greater.

**Hundredweight Pricing:** The total weight of a multiple package Express Small Package or Ground shipment multiplied by the applicable hundredweight shipment per pound rate. The hundredweight minimum pricing may vary by the delivery service requested and is normally applicable from weights 100 pounds or 200 pounds and above.

**Hundredweight/Rates Per-Pound:** This applies to a single or multiple piece shipment pricing at a price per pound for a weight grouping (e.g. 100 – 499 pounds, 500 – 999 pounds), rather than a price for an individual pound. The actual shipment weight is multiplied by the price for the shipment grouping shown on a Contractor’s rate chart that the weight falls into. (e.g. A shipment weighs 250 pounds with a Hundredweight

100 - 499 pounds grouping price of \$1.75. The price would be calculated by: 250 pounds shipment weight x \$1.75 price = \$437.50 the price of the shipment.)

**Hundredweight (CWT):** This applies to shipment pricing at a price per each hundred pounds (CWT) of shipment weight. The actual shipment weight is divided by 100 to determine the number of Hundredweight units of the shipment. The number of Hundredweight units of the shipment is multiplied by the shipment rate per Hundredweight unit shown on a Contractor's rate chart for the weight grouping that the weight falls into. (e.g. A shipment weighs 350 pounds with a Hundredweight 200 - 499 pounds grouping price of \$30.75. The price would be calculated by: 350 pounds shipment weight divided by 100 = 3.5 x \$30.75 price = \$107.63 the price of the shipment.)

**Implementation Period:** The period of time between the contract award date and the date the Contractor starts providing service.

**Inside Delivery (Express Heavyweight Shipments):** Delivery of Express Heavyweight shipments to the receiving/loading dock, the main entrance location, or adjacent loading area within the building, when specifically requested and indicated on the CBL or electronic CF&P by the government agency.

**Inside Pickup (Express Heavyweight Shipments):** Pickup of Express Heavyweight shipments from the receiving/loading dock, the main entrance location, or adjacent loading area within the building, when specifically requested and indicated on the CBL or electronic CF&P by the government agency.

**Length:** The longest side of a package.

**Length And Girth Combined:** The measurement of a package obtained by adding the length of the package to the girth of the package.

**Letter Pack:** A container, same as an envelope, used by the Contractor to ship documents weighing up to 8 ounces. Not used for Ground service.

**Manifest:** Listing of packages shipped.

**Next Business Day:** The business day following the day of pickup.

**Pack/Pak/Pouch:** A container used by the Contractor for smaller flat, unbreakable items, such as large reports, promotional material, legal or bulky documents. Charges are based upon the weight of the container. Not used for Ground service.

**Point of Contact (POC):** A person designated by the customer agency to handle contract administration at the task/delivery order level.

**Private Residence:** A home or a place of dwelling that includes those businesses operated out of a home. For Ground delivery to private residences the maximum single package weight to be delivered shall be 70 pounds, or the maximum single package weight offered commercially, whichever is greater. Packages delivered to private residences shall be left in a safe area protected from weather or delivered to an alternate address (e.g. with a neighbor), if that is authorized.

**Second Business Day:** The second business day following the day of pickup.

**Shipment:** A single piece or multiple pieces, tendered to a Contractor by one consignor at one place at one time, for delivery to one consignee at one place on one bill of lading or commercial form.

**Shipper:** The originator of a shipment, also known as the consignor.

**Skid:** A platform used to elevate and transport single or multiple packages.

**Small Package:** For Express Small Package delivery services, Letter/Envelope, Pack, Pak, Pouch, and small packages weighing from one pound up to 150 pounds. For Ground service, small packages weighing from 1 pound up to 150 pounds. Shipments can be priced based upon Dimensional Weight; see definition for Dimensional Weight.

**Third Business Day:** The third business day following the day of pickup.

**Transit Time:** The number of business days, after the day of pickup, used to deliver a Ground shipment. The number of business days can be from 1 to 7 business days (or more for remote locations), depending upon the origin/destination ZIP Code.

**Transportation Control Number (TCN):** A 17-digit alpha-numeric designator used by the DoD that is applied to each package or shipment to identify a shipment.

**Value Added Services:** Services offered to the Government, by the Contractor, that are generally not offered commercially. These services may be offered by the Contractor in addition to the basic commercial services. These contract services are offered at the option of the Contractor.

**Value Added Network (VAN):** A telecommunications network used as an interface between an agency and the Contractor which electronically exchanges information through Electronic Data Interchange (EDI) network services and network-related services.

**Weight Break:** A list of weights or weight ranges which are used to calculate the cost to transport a shipment at that weight or weight range.

**(2) Scope & Complexity:**

The Contractor shall:

- Provide a full range of services necessary to satisfy ordering agencies' domestic delivery requirements. The Government is seeking services that industry normally accords to commercial customers.
- Be capable of providing services for ordering agencies with multiple organizational levels and geographic locations nationwide as specified in the Scope of the Contract clause.
- Be capable of handling multiple task orders simultaneously.

**(3) Pricing:**

GSA seeks pricing based on commercial practices. Prices should be discounts off the offeror's commercial rates that may or may not include labor rates for driver services, origin & destination services, equipment, transportation services and storage. Discounts should also be offered for any commercial/government tariff discounts, materials, insurance and any accessories (other direct costs). Prices must meet the stated Service Contract Act and resultant wage determination requirements.

**SIN 451-1, Express Small Package and Heavyweight Delivery Services**

The prices below are inclusive of the 0.75% [INDUSTRIAL FUNDING FEE](#)

Service	Service Offered	Discount % Off Commercial Price
<b>EXPRESS SMALL PACKAGE DELIVERY SERVICES – SIN 451-1</b>		
<b>Express Same Day Delivery Service -- Small Package</b>		
Next Flight Out/First Available Flight	_____	%
Ground Transportation	_____	%
Other (State Time Delivery) _____	_____	%
<b>Express Next Day Delivery Service -- Small Package</b>		
8:00 a.m.	_____	%
9:30 a.m.	_____	%
10:30 a.m.	_____	%
12:00 Noon	_____	%
3:00 p.m.	_____	%
Other (State Time Delivery) _____	_____	%
<b>Express Two Day Delivery Service -- Small Package</b>		
4:30 p.m.	_____	%
5:00 p.m.	_____	%
End of Business Day Delivery	_____	%
Other (State Time Delivery) _____	_____	%
<b>Express Three Day Delivery Service – Small Package</b>		
4:30 p.m.	_____	%
End of Business Day Delivery	_____	%
Other (State Time Delivery) _____	_____	%

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**SIN 451-1, Express Small Package and Heavyweight Delivery Services**

The prices below are inclusive of the .75% [INDUSTRIAL FUNDING FEE](#)

Service	Service Offered	Discount % Off Commercial Price
<b>EXPRESS HEAVYWEIGHT DELIVERY SERVICES – SIN 451-1</b>		
<b>Express Same Day Delivery Service -- Heavyweight</b>		
Next Flight Out/First Available Flight	_____	%
Ground Transportation	_____	%
Other (State Time Delivery) _____	_____	%
<b>Express Next Day Delivery Service -- Heavyweight</b>		
8:00 a.m.	_____	%
9:30 a.m.	_____	%
10:30 a.m.	_____	%
12:00 Noon	_____	%
3:00 p.m.	_____	%
4:00 p.m.	_____	%
5:00 p.m.	_____	%
Other (State Time Delivery) _____	_____	%
<b>Express Two Day Delivery Service -- Heavyweight</b>		
12:00 Noon	_____	%
4:00 p.m.	_____	%
5:00 p.m.	_____	%
End of Business Day Delivery	_____	%
Other (State Time Delivery) _____	_____	%
<b>Express Three Day Delivery Service -- Heavyweight</b>		
3:00 p.m.	_____	%
4:00 p.m.	_____	%
5:00 p.m.	_____	%
End of Business Day Delivery	_____	%
Other (State Time Delivery) _____	_____	%

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**SIN 451-2, Ground Small Package Delivery Services**

The prices below are inclusive of the .75% [INDUSTRIAL FUNDING FEE](#)

Service	Service Offered	Discount % Off Commercial Price
<b>GROUND SMALL PACKAGE DELIVERY SERVICES – SIN 451-2</b>		
Ground Small Package Delivery Service	_____	%

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**SINS 451-1 and 451-2, Accessorial Services and Special Charges**

The prices below are inclusive of the .75% [INDUSTRIAL FUNDING FEE](#)

Required Services (If Offered Commercially)	Commercial Price	% off Commercial Price	Government Price
<b>ACCESSORIAL SERVICES AND SPECIAL CHARGES – SIN 451-1 and SIN 451-2</b>			
<b>Increased Liability Coverage</b>	_____	%	_____
<b>Saturday Pickup and Delivery Service</b>	_____	%	_____
<b>Sunday Pickup and Delivery Service</b>	_____	%	_____
<b>Collect on Delivery (COD) Service</b>	_____	%	_____
<b>Hold for Agency Pickup</b>	_____	%	_____
<b>Hazardous Material and</b>	_____	%	_____
<b>Dangerous Goods Service</b>	_____	%	_____
<b>Inside Pickup and Inside Delivery for Express Heavyweight Shipments</b>			
<b>Additional Accessorial Services (itemize each)</b>	_____	%	_____
	_____	%	_____
	_____	%	_____
	_____	%	_____

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**SINS 451-1 and 451-2, Accessorial Billing Services**

The prices below are inclusive of the .75% [INDUSTRIAL FUNDING FEE](#)

Required Services (If Offered Commercially)	Commercial Price	% off Commercial Price	Government Price
<b>ACCESSORIAL BILLING SERVICES – SIN 451-1 and SIN 451-2</b>			
<b>Address Correction</b>	_____	%	_____
<b>Invalid or No Account Number</b>	_____	%	_____
<b>Rebilling</b>	_____	%	_____
<b>Credit Card Decline Fee</b>	_____	%	_____
<b>Return Shipment</b>	_____	%	_____
<b>Additional Accessorial Services (itemize each)</b>	_____	%	_____
	_____	%	_____
	_____	%	_____
	_____	%	_____
	_____	%	_____
	_____	%	_____
	_____	%	_____

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#### (4) General Requirements:

The Contractor shall:

- Ensure that its firm and staff maintain any generally required professional certification, accreditation, license, bond, and proficiency relative to their area of expertise. The Contractor shall retain documentation of such records. The Government will not pay for expenses to meet this requirement.
- Service level agreements may be proposed at the task order level to the extent the terms of such agreements do not conflict with the terms and conditions of this Schedule (see paragraph s, Order of Precedence, of Clause 52.212-4) and can be used in conjunction with the paragraph C.43, I-FSS-60, PERFORMANCE INCENTIVES. Service level agreements may also be negotiated with ordering agencies. An informational copy of service level agreements shall be provided to the GSA Contracting Officer at [onthego@gsa.gov](mailto:onthego@gsa.gov) within 5 business days of execution.
- Provide Government agencies with standard commercial and custom reports as requested. This includes, but is not limited to, services ordered, number of transactions, price, shipping history, weight of shipments, returns, etc. The Contractor shall identify commercial reports that are available to enhance an agency's ability to manage its ground transportation program.
- Provide the GSA Contracting Office with a quarterly report that details each ordering agency's domestic delivery expenditures for the given report period, and provide a cumulative total across all agencies serviced, by type of service ordered. Please note, the Government operates on a fiscal year basis of October 1 through September 30 of each year. The report is due by the 15<sup>th</sup> calendar day after the end of each report period (i.e., due January 15, April 15, July 15, and October 15). The information shall be provided in an electronic commercial format readable in Microsoft Excel 2002, SP-2 and emailed to [onthego@gsa.gov](mailto:onthego@gsa.gov), subject: Quarterly Domestic Delivery Services Report, By Agency, or at GSA's option, through an automated reporting tool provided by the GSA. Data fields to be reported are:

Agency Department Name (e.g., General Services Administration)

Number of Transactions (by type of service ordered)

Dollar Value of Transactions (by type of service ordered)

#### (5) Specific Requirements:

- a. Participation in the Civil Reserve Air Fleet (CRAF) Program:** In order to receive a contract award (FOR SIN 451-1) under this solicitation, an offeror shall be a participant in the Civil Reserve Air Fleet (CRAF) Program or be ineligible for CRAF (See Clause L-FSS-FBGT-723 REQUEST FOR INFORMATION ON THE CRAF PROGRAM OR CERTIFICATE OF TECHNICAL INELIGIBILITY). Contractor participation in the CRAF Program is formalized in a contract with the Air Mobility Command (AMC), Department of Defense. A CRAF participant must make a minimum commitment as set forth in the AMC contract.

Contractors who receive a certification of CRAF technical ineligibility or are not eligible to join CRAF (have no aircraft) may receive a contract award under this solicitation. A CRAF ineligible Contractor (to include Contractors who do not own aircraft), when using aircraft other than its own, must use or subcontract with CRAF carriers. Failure to do so will justify termination of this contract.

DOD will negotiate blanket purchase agreements (BPAs) for DOD shipments. In order to receive a BPA, an offeror shall be a U.S. registered air carrier operating aircraft under authority of Federal Aviation Regulations, part 121, and possess a current operating certificate issued by the FAA pursuant to Federal Aviation Regulations, part 121. Additionally, offerors must either;

- Be under contract to the Air Mobility Command (AMC) committing at least 25% of the offeror's fleet to the Civil Reserve Air Fleet (CRAF) and must maintain this status for the duration of the contract award under this solicitation (the offeror's "fleet" is defined here to include only those aircraft listed on the offeror's part 121 operating certificate and determined by AMC to be eligible for long range international service in the (CRAF); or

- If none of the offeror's aircraft are determined by AMC to be eligible for long range international service in CRAF, then the offeror must be under contract to AMC committing at least 15% of the offeror's aircraft eligible for domestic cargo or short range international cargo service in the CRAF; or
- Be under contract to AMC committing at least 5 B767 aircraft or the aero medical evacuation segment of CRAF.

**b. Scope of Work:**

- (1) The Contractor shall provide pickup, transportation, and delivery of up to 95% of all ZIP Codes (does not include Post Office boxes, Army Post Office (APO) or Fleet Post Office (FPO) addresses) located in CONUS, Alaska, Hawaii, and the Commonwealth of Puerto Rico or to all the ZIP Codes provided commercially, whichever is greater.
- (2) Contractors may offer any combination of days or weight ranges for Express Small Package and Express Heavyweight services.
- (3) The Contractor shall provide pickup and delivery service to government facilities, commercial addresses, and private residences.
- (4) The Contractor is not required to provide pickup or delivery service to Post Office boxes, Army Post Office (APO) or Fleet Post Office (FPO) addresses. This exception does not apply to deliveries made by the United States Postal Service.
- (5) The Contractor shall provide services under this contract in accordance with the Private Express Statutes and 39 Code of Federal Regulations, Chapter 1, Parts 310 and 320.
- (6) The Contractor shall use their commercial terms and conditions as stated in their Commercial Service Guide in providing services under this contract, to the extent that they do not conflict with the terms and conditions of this contract.

**c. Objectives:**

The Domestic Delivery Services contracts are designed to provide quality Express Small Package, Express Heavyweight, and Ground Small Package pickup and delivery services to the government; reduce administrative costs; obtain data on shipments for contract management; and infuse commercial practices to the extent possible.

**d. Time and Date of Delivery:**

- (1) For Next Day and Two Day Express Small Package delivery, the Contractor shall deliver extremely urgent letters in accordance with the provisions of the Private Express Statutes (Title 39 Code of Federal Regulations, Subchapter E, Parts 310 and 320). If the delivery requirement provisions of 39 CFR 320.6(b) do not apply to the extremely urgent letter shipment, the Contractor shall deliver extremely urgent letters the next business day or second business day, as offered commercially.
- (2) For all other Express Small Package, Express Heavyweight, and Ground shipments, the Contractor shall deliver small packages, heavyweight shipments, and Ground shipments at the delivery times for the service selected, as offered commercially.

**e. Implementation Schedule:**

- (1) After the issuance of a Task/Delivery Order or BPA, the Contractor, if requested by the agency, shall contact the agency point of contact to discuss implementation procedures.
- (2) If requested by the agency, the Contractor shall meet with Agency representatives at a time and location designated by the point of contact to review agency requirements.
- (3) The Contractor shall establish individual shipper accounts as stated in the Task Order.

**f. On-Time Performance:** The Contractor shall provide a minimum level of 95% on-time performance for all shipments, or the level of on-time performance for all shipments provided to their commercial customers, whichever is greater.

**g. Delivery Commitment Guarantee:**

- (1) The Contractor, for Express Same Day, Next Day, Two Day, or Three Day delivery of extremely urgent letters, small/heavyweight packages, and Ground delivery of small packages (if offered commercially), shall meet the delivery commitment for each service proposed or the service shall be at no cost to the Government for the services ordered.
- (2) The Contractor, for Ground, shall provide the shipper a method (internet, telephone, or other means) to obtain the number of days transit time for each shipment in order to determine the day of delivery for the money back guarantee.
- (3) If the accessorial services for Saturday Pickup and Delivery or Sunday and Holiday Pickup and Delivery for Express Same Day, Next Day, Two Day, or Three Day delivery of extremely urgent letters, small/heavyweight packages, and Ground delivery of small packages (if offered commercially), are requested and the delivery commitment is not met, then the cost for the transportation charges shall be at no cost to the Government. The other accessorial services if requested on the CBL or electronic CF&P, and if performed, may be billed.

**h. Shipment Tracking/Tracing:**

- (1) The Contractor shall provide the shipper or the receiver of the shipment the ability to track/trace all shipments from the date and time of pickup at origin to the date and time of delivery at destination.
- (2) The Contractor's tracking/tracing system shall be able to trace all shipments by the Contractor's unique identifying CBL number or as offered commercially.
- (3) Tracking/tracing information shall include all the information provided commercially.
- (4) The Contractor shall update its tracking/tracing system with shipment status information at least once each day or the same number of times it updates its system for commercial customers, whichever is greater.

**i. Proof of Delivery:** The Contractor shall provide proof of delivery in the same manner they provide to their commercial customers.

**j. Default Service:**

- (1) If the shipper does not indicate on the CBL or electronic CF&P for Express Same Day, Next Day, Two Day, or Three Day delivery of extremely urgent letters, small packages, and Express Heavyweight shipments, the delivery service required, the Contractor shall provide the default service level as offered commercially. The customer shall be charged the contract rate for the service provided. Default service must comply with 39 CFR 320.6(b).
- (2) Ground shipments do not have a default service.

**k. Designated Service Not Available:**

- (1) When the delivery service requested is not available for Express Same Day, Next Day, Two Day, or Three Day delivery of extremely urgent letters, small packages, and Express Heavyweight shipments, delivery shall default to next earliest available delivery time, as offered commercially. The customer shall be charged the appropriate contract rate for the actual service provided.
- (2) Ground shipments do not have a default delivery time.

**l. Items for Shipment:**

- (1) The items transported for shipment shall include general commodities and those items transported for their commercial customers.

- (2) The Contractor shall offer special handling and delivery of hazardous material and dangerous goods, if offered commercially, as outlined in the applicable governing regulations, including, but not limited to, Title 49 of the Code of Federal Regulations (49 CFR) and all applicable state and local regulations for the interstate and intrastate surface movement of shipments containing hazardous material or dangerous goods.

**m. Liability Coverage:**

- (1) For Express Small Package and Ground shipments, the Contractor shall provide liability coverage of \$100 per package, or the amount offered commercially, whichever is greater, unless a higher liability coverage is declared on the CBL or electronic CF&P at the time the shipment is tendered.
- (2) For Express Heavyweight shipments, the Contractor shall provide liability coverage of \$75.50 per shipment or \$0.50 per pound per shipment, whichever is higher, or the amount offered commercially, whichever is greater, unless a higher liability coverage is declared on the CBL or electronic CF&P at the time the shipment is tendered.

**n. Size and Weight Limitation:** The Contractor shall provide services for Express Small Package, Express Heavyweight, and Ground shipments consisting of a single package or multiple packages.

- **SINGLE PACKAGE -- shipment weight and size criteria:**  
**EXPRESS SMALL PACKAGE AND GROUND:**

- (1) For Express Small Package the single maximum package weight shall be up to 150 pounds, except for Ground delivery to private residences; and
- (2) For Ground delivery to private residences, the maximum single package weight shall be 70 pounds, or the maximum single package weight offered commercially, whichever is greater; and
- (3) The size of packages accepted by the Contractor for Express Small Package and Ground shall be the number of inches in length and the number of inches in length and girth combined that the Contractor offers commercially; and
- (4) The Contractor may round up the individual package weight to the next higher pound if the individual package weight contains a fraction of a pound.

- **EXPRESS HEAVYWEIGHT:**

- (1) For Express Heavyweight, the single package weight shall be from 151 pounds and above; and
- (2) The size of packages accepted by the Contractor for Express Heavyweight delivery shall be the number of inches in length and the number of inches in length and girth combined that the Contractor offers commercially; and
- (3) The Contractor may round up the individual package weight to the next higher pound if the individual package weight contains a fraction of a pound.

- **MULTIPLE PACKAGE -- shipment weight and size criteria:**  
**EXPRESS SMALL PACKAGE AND GROUND**

- (1) The total weight of a multiple package Express delivery or Ground shipment may exceed 150 pounds, as long as no single package weighs over 150 pounds, except for Ground delivery to private residences; and
- (2) For Ground delivery to private residences, the maximum single package weight shall be 70 pounds, or the maximum single package weight offered commercially, whichever is greater.

The total weight of a multiple package Ground shipment may weigh more than 70 pounds, when offered commercially; and

- (3) The Contractor, shall price multiple package shipments based on the price of the total weight of the shipment, the price based on the weight of each package, or on dimensional weight, whichever is offered commercially; and
- (4) For Express Small Package and Ground shipments, no single package in a multiple package shipment shall exceed the number of inches in length and the number of inches in length and girth combined that the Contractor offers commercially; and
- (5) All packages are shipped on the same CBL or electronic CF&P; and
- (6) All packages are tendered to the Contractor at the same time by the same consignor and are destined for the same consignee; and
- (7) For multiple package shipments the Contractor may round up the aggregate weight to the next higher pound if the aggregate package weight contains a fraction of a pound.

- **EXPRESS HEAVYWEIGHT:**

- (1) The total multiple package shipment weight for an Express Heavyweight shipment shall be from 151 pounds and above; and
- (2) An individual package, as part of a multiple package Express Heavyweight shipment, may weigh under 150 pounds, provided the total shipment weight is 151 pounds or more; and
- (3) For Express Heavyweight delivery shipments, no single package in an multiple package shipment shall exceed the number of inches in length and the number of inches in length and girth combined that the Contractor offers commercially; and
- (4) All packages are shipped on the same CBL or electronic CF&P; and
- (5) All packages are tendered to the Contractor at the same time by the same consignor and are destined for the same consignee; and
- (6) For multiple package shipments the Contractor may round up the aggregate weight to the next higher pound if the aggregate package weight contains a fraction of a pound.

- o. **Pickup:**

- **EXPRESS SMALL PACKAGE AND GROUND:**

- (1) The Contractor, for Express Small Package and Ground shipments, shall provide pickup service at the door of government facilities, commercial addresses, and private residences.
- (2) The Contractor shall provide pickup service during the times offered commercially, each business day.
- (3) The day of pickup is not counted as a business day except for same day service.

- **EXPRESS HEAVYWEIGHT:**

- (1) The Contractor, for Express Heavyweight shipments, shall provide pickup at government facilities, commercial addresses, and private residences.
- (2) The consignor will notify the Contractor prior to pickup, during the Contractor's normal business hours that they have a pickup, unless prior arrangements have been made for regular pickups. The consignor will inform the Contractor of the package(s) weight and size to be picked up.

- (3) Unless otherwise specified, the Contractor shall provide pickup at the receiving/loading dock or main entrance location.
- (4) The Contractor is responsible for physically picking up the shipment and for placing the shipment in the vehicle.
- (5) The Contractor shall provide pickup service during the times offered commercially, each business day.
- (6) The day of pickup is not counted as a business day except for same day service.

**p. Delivery:**

- **EXPRESS SMALL PACKAGE AND GROUND:**

- (1) The Contractor, for Express Small Package and Ground shipments, shall provide door-to-door delivery to government facilities, commercial addresses, and private residences.
- (2) For extremely urgent letters using Express delivery the Contractor shall provide door to door next day delivery in accordance with the Private Express Statutes and 39 CFR, Chapter 1, Parts 310 and 320. If the delivery requirement provisions of 39 CFR 320.6(b) do not apply to the shipment, the Contractor shall deliver extremely urgent letters in accordance with their commercial practice.
- (3) For other Express Small Package and Ground shipments, the Contractor shall provide door-to-door delivery at the times offered commercially.
- (4) For Ground delivery to private residences the maximum single package weight to be delivered shall be 70 pounds, or the maximum single package weight offered commercially, whichever is greater. The total weight of a multiple package Ground shipment may weigh more than 70 pounds, when offered commercially. Packages delivered to private residences shall be left in a safe area protected from weather or delivered to an alternate address (e.g. with a neighbor), if that is authorized, in accordance with their commercial practice.
- (5) The delivery is completed at a government facility or commercial address when the consignee or an individual at that location accepts the package(s) and signs for receipt, or the package(s) are left without a receipt, if that is authorized.
- (6) The delivery is completed at a private residence when the consignee, or an individual at the location accepts the package(s) and signs for receipt, or the package(s) are left without a receipt, if that is authorized.
- (7) If security or administrative restrictions prohibit delivery within a building, then the Contractor shall make delivery to the area designated for delivery (e.g. mailroom, security area, administrative area, x-ray machine). For purposes of the delivery commitment, delivery will have been made when delivery has been made to the area designated for delivery.

- **EXPRESS HEAVYWEIGHT:**

- (1) The Contractor, for Express Heavyweight shipments, shall provide delivery to government facilities, commercial addresses, and private residences.
- (2) The Contractor shall provide delivery of packages to government facilities and commercial addresses at the receiving/loading dock, at the main entrance location, or adjacent loading area, or at private residences, or at other locations requested by the shipper, at the times offered commercially.
- (3) The Contractor shall physically remove the shipment from the vehicle and place it on the receiving/loading dock, at the main entrance location, or adjacent loading area at government facilities or commercial addresses, or at the front door of the residence being served.

- (4) The delivery is completed at a government facility or commercial address when the Contractor places the shipment on the receiving/loading dock, at the main entrance location, or adjacent loading area and the consignee or an individual at that location, if requested, signs for receipt.
  - (5) The delivery is completed at a private residence when the consignee, or an individual at the location accepts the package(s) and signs for receipt, if requested.
  - (6) If security or administrative restrictions prohibit delivery within a building, than the Contractor shall make delivery to the area designated for delivery (e.g. mailroom, security area, administrative area, x-ray machine). For purposes of the delivery commitment, delivery will have been made when delivery has been made to the area designated for delivery.
- q. Specific Agency Arrangements:** When the Contractor and agency agree, the Contractor shall change the pickup and/or delivery locations, establish regular pickups, consolidate delivery points, install lock/drop boxes, or establish other similar operational procedures to more efficiently and effectively service agency accounts, or provide the services offered commercially, whichever is greater.
- r. Attempted Delivery:**
  - (1) The Contractor shall attempt to deliver a shipment the number of times they do commercially.
  - (2) The Contractor shall leave a notice of attempted delivery on each delivery attempt.
  - (3) The Contractor shall contact the consignor or consignee for disposition instructions if the delivery attempt is unsuccessful, in accordance with commercial practice. The cost of any further disposition or additional deliveries requested by the consignor will then be the responsibility of the consignor.
  - (4) For Express Heavyweight shipments, when a delivery attempt is unsuccessful, no delivery re-attempt will be made except upon request of the consignee.
  - (5) For on-time tracking purposes, the delivery is accomplished on the date and time of the first attempted delivery to the address on the package.
- s. Address Adjustment:** The Contractor shall attempt to correct any obvious destination address errors which would not cause late delivery of the shipment (e.g., incorrect street address or room number) and deliver the shipment within the time requirements specified herein at no additional cost. If the shipment cannot be delivered, the Contractor shall contact the consignor or consignee for disposition instructions, in accordance with commercial practice.
- t. Adjustment of Shipment Weight:**
  - (1) The Contractor may reweigh a shipment at any time prior to delivery.
  - (2) If the shipment weight is not equal to the actual weight (including Letters or Envelopes that weigh over 8 ounces), the Contractor shall enter the correct weight and apply the correct charge to the shipment.
  - (3) Weight adjustments will be in accordance with commercial practice.
  - (4) The Contractor shall indicate on the billing documents submitted to the paying activity those shipments that have been adjusted for weight.
- u. Default Weight:**
  - (1) For Express and Ground small packages, when the shipper does not indicate the weight of an individual package or the total weight of a multiple package shipment, the Contractor has the choice of weighing the package(s) and indicating the weight on the appropriate shipping document or allowing the weight for an individual piece to default to the Contractor's commercial default weight.

- (2) The Contractor shall indicate on the billing documents submitted those shipments where default weight was applied.
- v. Customer Service:** The Contractor shall provide a toll free telephone number staffed with customer service personnel familiar with the terms and conditions of the contract, or provide the level of customer service in accordance with commercial practice.
- w. Loss or Damage:**
  - (1) The Contractor shall provide customer service personnel familiar with the handling of claims for loss or damage of shipments made under the contract.
  - (2) The Government will submit notification of claims for loss or damage in accordance with the time frames specified in the Contractor's Commercial Service Guide, in accordance with commercial practice.
  - (3) The Contractor shall have the number of business days offered commercially from the date of receipt of the agency notification of loss or damage, to provide the disposition of the claim.
- x. Commercial Forms and Procedures (CF&P):**
  - (1) The Contractor shall provide all commercial forms (electronically and/or in hardcopy form) necessary for the successful pickup, transportation, and delivery of all items under the contract in accordance with commercial practice.
  - (2) Both the CBL and electronic CF&P shall have space for the consignor to select service(s) awarded to the Contractor under this contract.
- y. Distribution of Commercial Bill of Lading (CBL):**
  - (1) The Contractor shall provide Commercial Bill's of Lading to each account established with agencies that have submitted a Task/Delivery Order or BPA to the Contractor.
  - (2) The Contractor shall provide instructions on the proper procedure for filling out the Commercial Bill of Lading.
- z. Packaging Requirements:**
  - (1) For Express small packages, the Contractor shall provide to the Government, at no additional cost, all the sizes and types of packaging material provided commercially.
  - (2) The Contractor, for Ground, if offered commercially, shall provide to the Government all the sizes and types of packaging material provided to their commercial customers.
  - (3) The Contractor shall provide instructions on the proper procedure for packing and the packaging of shipments, in the manner they provide commercially.
- aa. Shipping Systems:** The Contractor shall provide a shipping system to accounts in accordance with commercial practice. The shipping system shall have the same features as offered commercially.
- bb. Security:**
  - (1) The Contractor shall have in place a program which assures the Government that there are adequate safeguards to protect government shipments from loss, damage, theft, or terrorism, and provides for the security of the EDI transmission of government data; and
  - (2) The Contractor shall have in place a program or method that assures that there are adequate safeguards to secure the Government's credit card information, cardholder information, Government account and address information, or any other Government data pertinent to this contract.



- (3) Have a method of obtaining background information about employees performing pickup and delivery, transportation, and package handling that will assure basic safeguards against loss, damage, or theft; and
- (4) Have a method to protect the integrity and proper functioning of all equipment and systems involved in the operation of the contract. Any equipment and information processing systems containing government information shall have security measures to protect against unauthorized access; and
- (5) The Contractor shall obtain the necessary building access clearances for those Contractor employees involved in picking up and delivering packages under this contract.

**cc. Training Provided by the Contractor:** If offered commercially, the Contractor shall provide to government agencies, upon their request, training sessions and distribute a training videotape for the purpose of explaining the contract services awarded and how to most efficiently and effectively use them.

**dd. Assignment of Account Number:**

- (1) Except point of sale (see Clause I-FSS-FBGT-2002 POINT OF SALE PURCHASES) transactions, upon receipt of a Task/Delivery Order or Blanket Purchase Agreement (BPA) the Contractor shall begin the process of assigning account numbers.
- (2) Assignment of account numbers shall be the first step in the account set-up process. The set-up shall be completed within the timeframes commercially offered.
- (3) The Contractor shall, when requested by the agency, accept new accounts only when approved by the agency point of contact.
- (4) The Contractor shall assign unique account numbers to all agencies who have issued a Task/Delivery Order or BPA to the Contractor requesting delivery services and for which the Contractor has accepted the Task/Delivery Order.
- (5) The Contractor shall be responsible for the maintenance of account numbers throughout the life of the Task/Delivery Order or BPA.
- (6) In the event the ordering agency selects a new service provider of domestic delivery services, the Contractor shall transition agency data to facilitate and ensure a smooth transition in accordance with standard commercial practices.

**ee. Quality Assurance:**

- (1) The Contractor shall maintain a quality assurance program that shall ensure the security of the shipments, equipment and data has adequate safeguards and satisfies contract requirements; and
- (2) The information captured for reports, if offered commercially, is accurate, complete, and timely; and
- (3) Customer service assistance is available in handling customer complaints, resolving customer issues and paying of claims in accordance with the terms and conditions of this contract.

**ff. Reporting Requirements:**

- (1) The Contractor shall provide all reports (web based, electronically, hardcopy or as requested) on contract usage that they offer commercially.
- (2) All shipment information for transactions paid by Government Purchase Card will be included in all reports under this contract.

**gg. Customized Reports:**

- (1) The Contractor, if offered commercially, shall provide upon request of the government agency, customized reports on service performed under this contract.
- (2) The specific data elements of the report will be outlined in the Task Order.

**hh. GSA Contracting Office:**

From time to time, the GSA Contracting Office may require and the Contractor shall provide agency-specific data on the contract services provided (e.g., number of transactions per service, associated sales, etc.) to respond to Congressional, policy, management or OMB inquiries about a specific agency(ies). This is separate from the reporting requirements in the fourth bullet of subparagraph (4) entitled General Requirements.

**ii. Accessorial Services and Special Charges:**

If offered commercially, the Contractor shall provide the following Accessorial Services and Special Charges, in accordance with the Contractor's commercial practice.

- **Increased Liability Coverage.** Liability coverage over and above the basic liability coverage. Coverage should be available in increments of \$100. The consignor will indicate the amount of additional coverage on the CBL or electronic CF&P.
- **Saturday Pickup and Delivery Service.**
- **Sunday or Holiday Pickup and Delivery Service.**
- **Collect on Delivery (COD) Service.** Acceptance of payment of the goods from the consignee in the form accepted commercially (e.g. certified check, cashier's check, or money order) issued by or on behalf of the consignee and made payable to the consignor.
- **Hold for Agency Pickup.** The Contractor shall hold a shipment, for pickup at the Contractor's destination facility, for the number of business days offered commercially, when requested. Perishable items, dangerous goods, and dry ice shipments cannot be held for agency pickup at the Contractor's destination facility. After holding the shipment, for the number of business days offered commercially, without being picked up by the consignee, the Contractor shall attempt to contact the consignee to arrange for pickup. If the consignee fails to pickup the shipment within the number of additional business days offered commercially after notification or attempted notification, the Contractor shall contact the consignor for disposition instructions. The cost of disposition, storage, and deliveries requested by the consignor will be the responsibility of the consignor. For purposes of Contractor performance, the delivery shall be considered accomplished on the date and time the package(s) arrive at the Contractor's facility where it is being held awaiting pickup.
- **Hazardous Material and Dangerous Goods Service.** Provide pickup, special handling, and delivery of hazardous material and dangerous goods. The Contractor shall provide special handling and delivery of materials that require a Shipper's Certification or Shipper's Declaration for Dangerous Goods. All shipments containing hazardous material or dangerous goods shall be handled and shipped in accordance with the requirements as outlined in the applicable governing regulations, including, but not limited to, Title 49 of the Code of Federal Regulations (49 CFR) and all applicable state and local regulations for the interstate and intrastate surface movement of shipments containing hazardous material or dangerous goods under this service.
- **Inside Pickup and Inside Delivery for Express Heavyweight Shipments.** When requested by the consignor, the Contractor shall provide inside pickup from positions beyond the receiving/loading dock, main entrance location, adjacent loading area, or front door of the residence. The Contractor employees shall be equipped with material handling tools appropriate for the pickup based upon information provided by the consignor. Additional services (e.g., packing, skidding, assembly, crating, storage, unpacking, de-skidding, disassembly, uncrating, breakdown and removal and disposal of packing material debris) may also be provided.
- **Accessorial Billing Services.** The contractor may offer accessorial billing services such as:

- **Address Correction:** Incorrect destination addresses, which have errors that are not obviously correctable, shall be researched, and the proper address used to deliver the shipment. If the correct address cannot be determined after research and the consignee cannot be reached, the Contractor shall contact the consignor for address clarification or disposition instructions. The fee for address correction shall be in accordance with commercial practice. The delivery is not late (not within the time criteria for on time delivery herein) when the address is incorrect.
- **Invalid or No Account Number:** On CBL's or electronic CF&P's that have no agency account number or have an invalid, incomplete, or inaccurate account number, the Contractor, may try to determine the correct account number from their records and bill the shipping agency, the consignee, or the third party, depending upon the payment method selected by the consignor. When the correct agency account number cannot be determined, the Contractor may bill the shipping agency without a Contractor account number or bill in accordance with Clause I-FSS-FBGT-2002 POINT OF SALE PURCHASES. The fee for no account number, or an invalid, incomplete, or inaccurate account number shall apply only once for each shipment.
- **Rebiling:** The Contractor shall change the billing (bill shipping agency, bill consignee, and bill third party), selected on the CBL or electronic CF&P, if requested by the shipping agency, within the allowable number of calendar days of invoice date that are offered commercially. The rebilling shall apply only to unpaid shipments. If there is a charge for rebilling, it may be charged for each separate rebilling request.
- **Credit Card Decline Fee:** A credit card decline fee may apply to any transaction billed to a Government Purchase Card that has been accepted by the Contractor for which the Contractor is unable to obtain payment.
- **Return Shipment:** The Contractor shall contact the consignor for disposition instructions if the attempt to deliver the shipment is unsuccessful. The cost of any further disposition or additional deliveries requested by the consignor will then be the responsibility of the consignor, who will be billed at the current contract rate(s). The Contractor shall deliver the return shipment using the delivery service the Contractor uses commercially to return shipments.
- **Additional Accessorial Services:** The Contractor may offer additional accessorial services in addition to those listed herein. The Contractor may propose to add/delete accessorial services at any time pursuant to the Modifications Clause

jj. **Value-Added Services:** The Contractor may provide value-added services in accordance with the Contractor's commercial practice. This includes, but is not limited to:

- **Automatic money back guarantee**
- **Increased basic liability**
- **Desktop pickup**
- **Delivery receipt**
- **Increased service coverage**
- **Tracking/tracing by transportation control number (17 alpha-numeric positions)**
- **Payment by electronic proprietary and shipment systems (e.g., Powertrack)**
- **Software interface to agency systems** (e.g., transportation management and financial systems). The Contractor shall, when requested by an agency, develop an interface between Contractor-provided software and civilian agency (or other authorized contract user) standard transportation management systems. The Contractor shall also develop an interface between Contractor-provided software and the DoD standard transportation management system. The Standard Transportation Industry Information Processor is a generic software module which is used by Military Services

and DoD agencies to employ integrated shipper system capability. The Contractor shall use this DoD interface to exchange price and shipment planning information with DoD shipping systems for preparation of shipping documents, labels, and EDI transactions for end of day reporting. Software will be portable across a variety of platforms to include mainframes, super minicomputers, and personal computers. The Contractor shall provide this software to defense agencies for distribution to operating locations.

## END OF SINS 451-1 AND 451-2 – DOMESTIC DELIVERY SERVICES

# EMPLOYEE RELOCATION

## SINS 653-1, 3-5 and 653-7– EMPLOYEE RELOCATION SERVICES

### **B.5.6 Employee Relocation Services, NAICS Code 484210, 531210, and 531390, OPEN TO ALL SOURCES:**

Federal agencies spent more than \$177,000,000 for employee relocation services during fiscal year 2004. The General Services Administration (GSA) has had the pleasure of offering employee relocation through its GSA Schedules program since 1992, leveraging the Government's purchasing power by soliciting for employee relocation services on a commercial basis to the maximum extent practicable. Services include, but are not limited to, the following:

Home Sales Reporting	Property Management Relocation Software	Customization Services Move Management	Training
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All services necessary to provide employee relocation services are required.

Typical tasks may include, but are not limited to:

- Market an employee's home
- Conduct appraisals
- Arrange for movement of household goods
- Train employees on entitlements

Employee Relocation Services are comprised of seven special item numbers. The Service Contract Act does not apply to Employee Relocation Services EXCEPT to movement of household goods covered under SIN 653-7, Move Management Services as described.

### **(1) Definitions:**

**Anticipated Sales Price:** The price at which a property most probably would sell if exposed to the market for a reasonable time with payment to be made in cash or its equivalent. For purposes of this contract, anticipated sales price shall be deemed to mean the price the property would command in an "as is" condition, except that adjustments may be made to reflect any repairs and inspections required to bring the property into conformance with applicable law ordinances and codes.

**Appraisal:** The process by which the Anticipated Sales Price of a residential housing unit, using the market data approach to value, is established. Also, the form on which the Anticipated Sales Price is reported. The purpose of this appraisal is to establish the Anticipated Sales Price for a relocated employee's residence and assumes an arm's length transaction. This is often done in accordance with the procedures in the ERC Summary Appraisal Report.

**Authorization:** Authorization shall mean when an agency informs the Contractor in writing or electronically that an employee is eligible to receive contracted services. The authorization shall contain the ordering information.

**Bona Fide Offer:** In good faith, without fraud. An offer from an able and willing buyer, not contingent upon the sale of the potential buyer's home and can reasonably be expected to go to settlement at its original terms and conditions. The offer must not contain any contingencies except the following:

- Specific inspections only when required (e.g., homes on which construction has not been completed or that are undergoing substantial renovations and homes that have undergone inspection for contamination by toxic or hazardous substances, both circumstances of which are described herein), by virtue of the appraisals; and home inspection.
- Those providing that the purchaser must qualify for financing under terms or conditions generally prevailing in the marketplace at the time the offer is made.
- Those providing that the seller must convey marketable and insurable title.

**Carrier:** Carrier shall mean those household goods movers (including brokers and forwarders) with which the Contractor has an established subcontractor relationship; or carriers from the GSA Centralized Household Goods Traffic Management Program (CHAMP); or carriers approved under the DoD's Surface Deployment and Distribution Command's (SDDC) personal property program.

**CHAMP:** Centralized Household Goods Traffic Management Program (CHAMP). GSA's tender-based personal property shipment and storage program for transportation of household goods, unaccompanied air baggage, and privately owned vehicle(s) of Federal civilian employees relocated in the interest of the U.S. Government. CHAMP utilizes the Government Domestic Household Goods Government Rate Tender (415-G tariff) as published by the Household Goods Carriers' Bureau Committee and also includes the terms and conditions of the GSA Household Goods Tender of Service (HTOS).

**Commercial Bill of Lading (CBL):** The standard form that constitutes the contract of carriage between the Government and a transportation carrier, broker or forwarder.

**Commercial Tariff:** Commercial tariff shall mean the Nationwide (Domestic) Household Goods Commercial Relocation Tariff (400-N or its predecessor) as published by the Household Goods Carriers' Bureau Committee.

**Contracting Officer (CO):** Individual at GSA authorized and warranted to issue this contract and to make subsequent modification(s). The CO has the authority to make final determinations on matters of dispute regarding the statement of work of this contract.

**Designated Certified Appraiser:** An individual that meets all the requirements of applicable laws to practice as an appraiser and/or be certified in states and/or localities that have certification and/or licensing requirements for appraisers, and who is current with industry-standard education requirements.

**Direct Delivery:** Direct delivery shall mean a shipment that is delivered directly to the residence without Storage-in-Transit.

**Employee:** Employee shall mean an eligible Federal civilian or active duty service member of the Department of Defense.

**Federal Travel Regulation:** The Federal Travel Regulation (FTR) (41 CFR Chapters 300-304) governs travel and transportation allowances for Federal civilian employees. Chapter 302 of the FTR governs relocation allowances and is available for review on the Internet at [www.gsa.gov/fttr](http://www.gsa.gov/fttr).

**Government Tariff:** Government tariff shall mean the Domestic Household Goods Government Rate Tender (415-G) as published by the Household Goods Carriers' Bureau Committee.

**Home:** The employee's primary residence that is being sold in a home sale program. Typically, it is defined as real property containing an amount of land customary for the area and may include condominiums, cooperatives, mobile homes, and multi-family properties. Generally, it is neither investment property nor a second home.

**Home That Is Not Insurable:** A home that does not meet applicable industry criteria for the issuance of a standard form homeowners insurance policy at standard market rates as determined by a reputable insurance company authorized to conduct business in the area or a home in which the employee does not hold insurable title, as determined by a reputable abstract or title company authorized to conduct business in the area.

**Home That Cannot Be Financed:** A home that does not meet generally applicable industry criteria for a mortgage loan at standard market rates, as determined by a reputable institutional lender, e.g., bank, savings bank or mortgage company authorized to conduct business in the area. Criteria for mortgage loans shall not be limited to particular types of loans, such as FHA, VA or loans eligible for repurchase under guidelines established by organizations such as "Fannie Mae" and "Freddie Mac."

**Household Goods Move/Domestic (CONUS):** A household goods move within the continental United States (CONUS) and the Canadian Territories is defined as a basic move consisting of one shipment of household goods and personal effects and, when specifically authorized by the ordering agency, shipment of one or more privately owned vehicles (POVs). Under CHAMP the Canadian Territories are considered CONUS.

**Household Goods Move/International (OCONUS):** A household goods move to/from a location outside CONUS (OCONUS) is defined as a basic move consisting of one surface shipment of household goods and personal effects and, when specifically authorized by the ordering agency, one or more unaccompanied air baggage shipments and shipment of one or more POVs.

**Industrial Funding Fee (IFF):** In April 1995, GSA/Federal Supply Service (FSS) initiated industrial funding when Congress identified the Schedules program as suitable for reimbursable funding and reduced operating expenses for the program. Under industrial funding, FSS recovers the costs of contracting through the GSA Schedules program. Contract prices charged to ordering activities include the industrial funding fee (IFF).

**Joint Federal Travel Regulation (JFTR) Volume 1:** The regulations in this document pertain to per diem, travel and transportation allowances, relocation allowances, and certain other allowances of Uniformed Service members (including regular and reserve components). The JFTR may be found at <https://secureapp2.hqda.pentagon.mil/perdiem>.

**Joint Travel Regulations (JTR), Volume 2:** The regulations in this Volume pertain to per diem, travel and transportation allowances, relocation allowances, and certain other allowances of DoD civilian employees. The JTR may be found at <https://secureapp2.hqda.pentagon.mil/perdiem>.

**Line Haul Services:** Transporting a shipment under tariff from the point of origin to its destination.

**Management Price:** Management Price shall mean the price the Government will pay the Contractor for managing the employee's move.

**Marketing Time:** The average list-to-sell time for residential property shall be 120 calendar days and not more than 180 calendar days.

**Mobile/Manufactured Home:** A home designed with a frame for moving from one location to another. The basic design is the determining factor. Additional factors include the presence of a HUD 1 sticker located on the structure, a permanent foundation, taxed as real property and financed with a FHA, VA or conventional mortgage. Modifications that may have been made to the structure after it was assembled or moved to a specific location are not relevant. Applicable state and local laws addressing the definition of mobile homes shall be given great weight in the interpretation of the contract.

**Move:** Move shall mean the activities associated with the shipment and storage of an employee's personal property in connection with one relocation. More than one Commercial Bill of Lading can be issued for a move, for example an UAB and HHG shipment.

**Move Management Services:** Move Management Services shall mean the process of and related activities in moving a transferee's personal property including entitlement and pre-move counseling, carrier selection, bill of lading preparation, shipment booking, service performance and prepayment audits, claims preparation and on-site quality control.

**Moving Expenses:** Moving expenses shall mean all costs incurred by the Contractor in handling and moving an employee's personal property, including but not limited to, packing, transporting, storing and unpacking. Moving expenses excludes the negotiated Management Price.

**Non-Temporary Storage (NTS):** Non-Temporary Storage (NTS) shall mean the long-term permanent storage, other than storage-in-transit.

**Packing:** Shall mean all costs incurred by the Contractor in handling and moving an employee's personal property, including but not limited to packing, packing materials, crating, debris removal, containers and unpacking.

**Personal Property:** Shall mean the employee's personal property which may consist of one or all of the following: 1) household goods; 2) unaccompanied air baggage; and 3) privately owned vehicles.

**Professional Books, Papers, and Equipment (PBP&E):** Shall mean those items which the employee uses in the performance of official duties. If identified and approved, these items are not charged against the member's authorized weight allowance.

**Reevaluation Process:** An opportunity afforded to the employee to contest the appraised value offer made by the Contractor by providing additional objective information to be evaluated by the original appraisers and could result in a higher offer for the employee's home.

**Relocation Services Coordinator (RSC):** An individual within each Government agency designated as the primary liaison between that ordering agency and the Contractor. Agencies may appoint sub-coordinators as necessary within each agency that will function under the guidance of the RSC. The RSC shall act within the scope of the contract and may not amend or modify the contract. The RSC shall be the focal point in settling disputes between the employee and the Contractor.

**Shipment Services:** Shall mean all costs incurred by the Contractor in handling and moving an employee's personal property, including but not limited to auxiliary van moving service, transportation charges and self-storage warehouses.

**Storage-In-Transit (SIT):** Storage-In-Transit (SIT) shall mean temporary storage authorized in connection with a shipment of household goods.

**Surface Deployment and Distribution Command (SDDC):** Shall mean the DoD's contracted household goods shipment and storage program for transportation of household goods, unaccompanied air baggage, and military members relocated in the interest of the Government. This information is contained in the SDDC "Domestic and International Personal Property Rate Solicitations. Both documents may be found on the SDDC web site at the following address: <http://www.sddc.army.mil> and click on "Personal Property/POV", and then locate the Domestic and International Personal Property Rate Solicitations.

**Title:** All interest held by the employee in the home. For purposes of the home sale services portion of this contract, "title" shall mean any interest in real estate that is marketable and insurable under applicable state law. In addition to fee simple interests, "title" includes rights held under land contracts, recorded long-term ground leases with a minimum 50 years remaining on the time of the lease. (Warranty deed does not constitute title transfer.)

**Transportation Management Services Solution (TMSS):** GSA's web-based system that will allow customers to manage transportation from the time a shipment is booked until payment is made. This end-to-end system will perform the following tasks on-line: acquire cost comparisons, book shipments and related services, generate bills of lading, track and trace services requested, view proof of delivery, pay for transportation, resolve billing disputes, file and settle loss and damage claims, perform pre and post payment audits.

**Unaccompanied Air Baggage (UAB):** Shall mean that portion of an employee's prescribed weight allowance of household goods that is normally shipped separately from the major bulk of furniture. It is usually shipped by an expedited mode because it is needed immediately upon the employee's arrival at the destination.

**Working Days:** Monday through Friday, exclusive of Federal and Puerto Rican holidays. Puerto Rico Holidays include:

Three Kings Day:	January 7
Good Friday:	March 29
Constitution Day:	July 25

**(2) Scope & Complexity:** The Contractor shall:

- Provide a full range of services necessary to satisfy ordering agencies' employee relocation requirements. The Government is seeking services that industry normally accords to commercial customers to the maximum extent practicable.
- Be capable of providing services for ordering agencies with multiple organizational levels and geographic locations nationwide and/or worldwide as specified in the Scope of the Contract clause.
- Be capable of handling multiple task orders simultaneously.

**(3) Pricing:**

GSA seeks pricing based on commercial practices to the extent practicable. Specific to SIN 653-7 only, prices must meet the stated Service Contract Act and resultant wage determination requirements except that the Service Contract Act does not apply where published tariff rates are in effect.

Fees may be expressed as a percent of the Appraised Value or Amended Value. Flat Fees (\$ Per Transaction) will be allowed for lowest appraised value range (\$0 - \$39,999). Offerors must also include an explanation of how the Industrial Funding Fee will be calculated.

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## SIN 653-1 – EMPLOYEE RELOCATION SERVICES – HOME SALES SERVICES

**SIN 653-1, Employee Relocation Services – Home Sales Services, Open to All Sources:** This SIN is for a total relocation service solution and includes home sales services (appraised and amended value); home marketing assistance (working with the real estate agent selected by the transferee to provide real estate advice to the transferee, develop a marketing strategy, recommend repairs or improvements); destination services (home-finding assistance, area counseling, mortgage financial counseling, rental assistance, temporary housing assistance, spouse-employment assistance, home inspection); and reports. An offer on this SIN must include an offer on SINs 653-4 and 653-5. Contractors may also offer alternative programs such as Buyer Value Option (BVO).

The prices below are inclusive of the [INDUSTRIAL FUNDING FEE](#)

Property Value	Unit of Issue \$ or %	*Commercial Rate	Price Offered Government
<b>Home Sales Services</b>			
Appraised Value \$0 - \$74,999 \$75,000  - \$149,999 \$150,000 - \$224,999 \$225,000 - \$299,999 \$300,000 - \$374,999 \$375,000 - \$449,999 \$450,000 and above			
Amended Value \$0 - \$74,999 \$75,000  - \$149,999 \$150,000 - \$224,999 \$225,000 - \$299,999 \$300,000 - \$374,999 \$375,000 - \$449,999 \$450,000 and above			

\* If commercial rates are not comparable to the prices offered the Government under this solicitation, offerors must fully explain the differences that prohibit a direct comparison. An example may be if commercial contracts are cost reimbursable and not fixed-price. Another example may be if the risk factors involved in offering a guaranteed home buyout are not present in your commercial pricing structure or are so different that a direct comparison is not practicable.

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## **SIN 653-3 - EMPLOYEE RELOCATION SERVICES - RELOCATION SOFTWARE, TECHNOLOGY AND SUPPORT SERVICES**

### **SIN 653-3, Employee Relocation Services - Relocation Software, Technology and Support Services,**

**Open to All Sources:** The Contractor shall provide relocation software, systems and technology tools to help agencies track, manage and report on the costs of their employee relocation programs. Such systems and software are known as cost management systems (CMS) and also as expense management systems. CMS shall capture the cost related information and may capture additional information that will be helpful in managing the relocation program. The Contractor shall also provide attendant support services. Vendors may offer relocation and technology tools separate from SIN 653-1.

Vendor-provided solutions must be flexible and demonstrate an ability to improve processes; adjust to requests from stakeholders; simplify and consolidate financial data and application processes; and have best business practices built into the solution. The solutions and services provided must be able to integrate with agency systems, including payroll, human resources, e-Gov Travel, Defense Travel System, budget tracking, payment and financial statement systems.

The Contractor shall provide mapping, integration, and implementation support services in conjunction with their CMS solution.

#### **(1) Definitions:**

See **Attachment D.27** for Government Relocation Advisory Board (GRAB) listing of data elements.

A = Aggregated Data (generally number counts and/or dollar amounts agency-wide)

R = Required (in Cost Mgmt Sys -CMS)

O = Optional (in CMS)

D = Derived Data Element

M = Multiple Data Elements (2 or more Data Elements)

E = Established Elsewhere

#### **(2) Background:**

Since 1996, the General Services Administration (GSA) has gathered, analyzed, and reported travel data as required by Public Law 103-329, dated September 30, 1994, and codified in Title 5 of the United States Code, § 5707(c). With a greater or lesser degree of success, Federal agencies have complied with GSA's request for travel and transportation data, but the quality of the results has been poor, due in part to the challenges associated with capturing and aggregating data. On July 9, 2004, (GSA) filed a Charter in Congress to establish a Governmentwide Relocation Advisory Board (GRAB) hereinafter also referred to as the Board under the Federal Advisory Committee Act (FACA; Public Law 92-463) to identify best relocation practices in private and public sectors.

The Government provides worldwide relocation assistance to approximately 28,000 Federal civilian employees each year under various relocation rules and regulations at an estimated cost of more than \$800 million. The relocation function is critical for ensuring that Government personnel are positioned appropriately to administer Government programs and services successfully. The work of the Board provides Government a unique opportunity to adopt many successful private sector practices and acquire systems and reporting tools to improve the management of the relocation function within Government.

The Board found that generally, Government agencies do not operate their relocation programs in a well-integrated data environment nor do they typically use relocation cost-management software. A significant and far-reaching strategic initiative on which the Board focused was cost-management software acquisition by agencies to better manage their relocation programs. Having a cost management system will greatly improve each agency's management of its relocation processes and access to its data. In turn, access to data will greatly improve an agency's (and the Government's) ability to assess the impact of policy changes, to spot trends that may need to be addressed to control costs, to see the relocation program as a whole, and to identify and address operational and process issues early. To ensure successful tracking and reporting, the Board recommended that GSA define a core set of relocation data elements for reporting by agencies and departments and to align systems and ensure consistent, standardized collection of data.

### (3) Pricing:

GSA requests pricing based on commercial practice.

The prices below are inclusive of the [INDUSTRIAL FUNDING FEE](#)

Description	Unit of Issue	Commercial Rate	Price Offered to Government
<b>Relocation Software, Technology and Support Services</b>			
Identify products/services offered			

### (4) General Requirements:

The Contractor shall provide products and services necessary to enable the Government to streamline their ability to manage a wide variety of relocations (e.g., employee relocations, office relocations, record relocations, library relocations, etc.). This includes, but is not limited to, providing:

Commercial relocation software	Proprietary relocation software
Application service provider	Consultative services
Expense management services	Outsourced solutions
Installation	Customer service support
Help desk	Training
Requirements analysis	Policy analysis
Interfaces	Reports
Database management	Deployment

The Contractor's CMS and support services shall capture data elements from the following general areas:

- Relocation Policy
- Transferee Profile
- Relocation Authorization
- Tax Processing Information
- Relocation Budget
- Accounting Information
- Transferee Claim Process
- Vendor (Service Provider) Invoice Process
- Payment Approval Process
- Workflow Process

### (5) Specific Requirements:

Employee Relocation:

- a) Contractor services, resources, and capabilities required shall include, but may not be limited to:
  - Information technology services and support capabilities;
  - Federal relocation process and relocation management expertise;
  - Implementation planning and support for Federal agencies;
  - Training; and
  - Customer support (including relocation functional support, technical support for related IT problems, and assistance with relocation arrangements).
- b) The Contractor shall comply with the Federal Travel Regulation and other applicable Federal travel regulations in effect on the date of contract award and any subsequent amendments thereto on their effective date unless otherwise specified by the Government. [Chapter 302](#) of the FTR governs

relocation allowances and is available for review on the Internet to assist industry in understanding the Federal framework that will need to be integrated with any solution set delivered.

- c) The Contractor shall provide controls to prevent the creation of duplicate relocation documents.
- d) The Contractor shall provide for an audit trail on historical data that identifies input, correction, amendment, cancellation and approval.
- e) The Contractor shall work and coordinate with Government subject matter experts and other relocation partners (e.g., the relocation vendor service provider, the e-Gov Travel service provider, etc.);
- f) The Government shall own all federal data generated by and/or stored in the CMS.
- g) The Contractor shall generate, record, store, and report financial accounting data related to relocations. The Contractor shall ensure computational capabilities of the products and services are complete and accurate.
- h) The Contractor shall secure and protect data in accordance with the requirements stated herein (e.g., Privacy Act, etc.) and in accordance with industry standards. This includes physical, data, access security, and encompasses all aspects of security. The Contractor shall incorporate the security requirements of the contract in all subcontracts that support this effort. The Contractor may be required at the task order level to provide greater levels of security.
- i) Section 508 of the Rehabilitation Act of 1973, as amended, requires the Government to ensure that Federal employees with disabilities have access to and use of services, information, and data that is comparable to that of employees without disabilities unless an undue burden would be imposed on the agency. In accordance with FAR 39.203(c), the Government is interested in services that meet the accessibility standards of 36 CFR 1194. The goal for this contract is to provide equivalent access to Electronic and Information Technology (EIT) resources to all users regardless of disabilities. The Contractor shall meet applicable accessibility standards of 36 CFR 1194 that can be met with supplies, services, or assistive technologies that are available in the commercial marketplace.
- j) The Contractor shall track a wide variety of relocation expenses such as house hunting; temporary housing; en route travel; moving; real estate; taxes; etc. The Contractor shall ensure products and services delivered under this contract enable the end user and the agency to comply with the Federal Travel Regulation Chapter 302.
- k) The Contractor shall ensure that data elements are captured once. As an example, feeds from payroll or personnel files shall provide salary, social security, job title, etc. CMS data elements shall capture the following allowance categories:
  - House-hunting Trip
  - Report Trip
  - Temporary Living
  - En-route (Final Move) Family Travel
  - Miscellaneous Expense Allowance
  - Household Goods Move
  - Storage of HHG
  - Auto Move
  - Mobile Home Shipment
  - Home Sale
  - Home Purchase
  - Tax Allowance

A listing of data elements as defined by the Board are provided as Attachment D.27. All cost information must pass through and be included in the cost management software. This is required for tax reporting and the calculation of the tax allowance.

- l) The Contractor shall make relocation data available to the GSA for oversight in accordance with the FTR, and any other specific information GSA may require for a reporting period.

- m) The Contractor shall comply with records retention requirements established by the National Archives and Records Act and Internal Revenue Service regulations as applicable.
- n) The Contractor shall provide basic customer support (i.e., a help desk) from 8:00 A.M. to 9:00 P.M. Eastern Time, Monday through Friday (excluding Federal holidays). Customer support shall meet all requirements specified herein for functional and technical support, and the price for which shall be included in the applicable fees. Basic customer support shall consist of on-line and phone-in Help Desk support with single “focal points” that direct users to the appropriate type of support (e.g., technical, software, relocation arrangements, etc.) required to resolve their questions, issues, problems, or needs. For online customer support, this means a single e-mail address, instant messaging address, portal hyperlink, etc. For phone-in support, this means a single, domestic toll free customer service phone number and a single, toll free domestic facsimile number. Phone-in support shall accommodate collect calls for overseas customers. The Contractor shall route online and phone-in support requests quickly and efficiently.
- o) The Contractor shall provide basic training on the products and services provided, and the price for which shall be included in the applicable fees.
- p) Ordering agencies may require that the products and services delivered be tested prior to implementation to ensure successful performance and interface with agency systems.

#### **(6) Specific Requirements: Integration**

Information maintained within a CMS coming from a source system or information from the CMS processed to another system should be captured or sent through automated interfaces. CMS shall be able to integrate and interface with other Government systems including the following:

- Human Resource Systems
- eMail and Messaging Systems
- Payroll Systems
- Payment Systems (both Vendor and Employee)
- Financial Systems (including budget/obligation/accounting systems)
- Reporting Databases
- E-GOV Travel
- Dept. of Defense Travel Systems
- External third party systems via industry-recognized standard data output.

Until such time as there is a Government-wide standard interface that describes how the CMS interacts with other systems such as a payroll system or how W2 and tax reporting should be handled, the Contractor shall work with each ordering agency and entered into an interface agreement that will address that agency’s interface requirements. When standards are developed, the Contractor shall work with the ordering agency to move to such Government-wide standards.

Typical interfaces:

##### **General Categories Section**

- Relocation Policy
- Transferee Profile
- Relocation Authorization
- Tax Processing Information
- Relocation Budget
- Accounting Information
- Transferee Claim Process
- Vendor (Service Provider) Invoice Process
- Payment Approval Process
- Workflow Process

##### **Relocation Allowance Categories Section**

- Househunting Trip
- Report Trip

- Temporary Living
- Enroute (Final Move) Family Travel
- Miscellaneous Expense Allowance
- Household Goods Move
- Storage of HHG
- Auto Move
- Mobile Home Shipment
- Home Sale
- Home Purchase
- Tax Allowance

#### **Reporting Section**

- Agency and Program Management
- Outside Interests

### **(7) Data Rights:**

Such cost management systems and software (CMS) and technology tools shall be subject to Contract Clauses 52.227-14, Rights in Data-General (June 1987), and 52.227-19, Commercial Computer Software-Restricted Rights (June 1987), incorporated by reference, its application applicable to products offered under this SIN.

### **(8) Security:**

The Contractor and CMS shall protect the integrity, security and proper functioning of all information, databases and systems involved in the operation of the Government's relocation program(s). The Contractor shall have security measures to protect against deliberate or inadvertent loss, degradation, alteration, release or damage of information from unauthorized access or use. The Contractor shall incorporate the security requirements of the contract in all subcontracts that support this SIN.

In addition, some agencies may require a higher level of security to include personnel and physical security requirements (e.g., if the Contractor has access to government sensitive systems, there should be some level of background checks or investigation conducted for those with access). If additional security is required, the agency will specify further requirements at the task order level.

### **(9) Reports:**

In addition to the IFF reporting requirements in clause 552.238-74, the Contractor shall submit quarterly reports to the GSA Contracting Officer capturing the following elements:

- a. Customer agency
- b. Brief description of items / services provided and SIN number
- c. Number of transactions by type of service ordered
- c. Contractor's fee(s) at the transaction level by type of service ordered
- d. Quarter sales to the agency by type of service ordered

**END of SIN 653-3 - Employee Relocation Services - Relocation Software,  
Technology and Support Services**

## **SIN 653-4 – EMPLOYEE RELOCATION SERVICES – ADDITIONAL SERVICES**

**SIN 653-4, Employee Relocation Service – Additional Services:** This SIN is for additional services not identified in other SINS and includes such services as customized management reports, agency-specific program materials, etc. Vendors may not offer additional services independent from SIN 653-1.

The prices below are inclusive of the [INDUSTRIAL FUNDING FEE](#)

Description	Unit of Issue	Commercial Rate	Price Offered to Government
<b>Additional Services</b>			
Identify services offered			

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## **SIN 653-5 – EMPLOYEE RELOCATION SERVICES – AGENCY CUSTOMIZATION SERVICES**

**SIN 653-5, Employee Relocation Service – Agency Customization Services:** This SIN is for services that are within the scope of this contract but not listed in another SIN, e.g. special property transactions, BVO, close only services, property management, training, etc. Offerors are encouraged to offer a variety of ancillary services where they feel a legitimate government need. Possible examples can include properties excluded from the home sale services when permitted by the Federal Travel Regulations, especially difficult to sell properties (criteria must be explained), etc. Vendors may not offer agency customization services independent from SIN 653-1.

The prices below are inclusive of the [INDUSTRIAL FUNDING FEE](#)

Description	Unit of Issue	Commercial Rate	Price Offered to Government
<b>Agency Customization Services</b>			
Identify services offered			

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## SIN 653-7 – EMPLOYEE RELOCATION SERVICES – MOVE MANAGEMENT SERVICES

**SIN 653-7, Employee Relocation Service – Move Management Services:** This SIN is for comprehensive move management services and includes transferee entitlement and pre-move counseling; carrier selection; preparation of bills of lading; shipment booking; moving; overseeing carrier evaluation process; performing service performance and prepayment audits; providing management information reports; assisting in claims preparation, filing, and settlement; and providing on-site quality control service and quality assurance plan. Customized move management services also may be required. Vendors shall offer move management services separate from SIN 653-1.

The prices below are inclusive of the [INDUSTRIAL FUNDING FEE](#)

### Important Notes:

1. Ordering activities selecting a carrier through a best value determination must consider all sources including CHAMP.
2. Schedule Contractors may team with a CHAMP carrier who will utilize their own awarded discounts and rates on file with the GSA's Transportation Program Office. Under this scenario, the CHAMP carrier assesses the agency rates in accordance with tariff 415-G and the Schedule contractor for move management services assesses the agency equal to or better than their Schedule contract prices.
3. Schedule Contractors subcontracting with a carrier who may or may not participate in the CHAMP program, may offer discounted 415-G rates as separate ceiling prices under their Schedule contract.
4. Schedule Contractors may provide full-service commercial services at equal to or better than Schedule contract prices.

TDRS / CHAMP TEAMING	Unit of Issue	Charge (fee)
Move Management Fee	Per employee move	\$

Tariff 415-G Under this scenario ordering activities may utilize 415-G outside of the CHAMP program with an agreement directly between the ordering activity and the schedule vendor	Unit of Issue	Charge Method / Price
Move Management Fee	Per employee move	\$
Domestic HHG Line Haul/Accessorial Rate	Per shipment	% off (discount)
Domestic HHG Storage-In-Transit	Per shipment	% off (discount)
Other	Identify	\$

Tariff 400-N Under this scenario ordering activities may utilize 400-N under the schedule vendor's commercial carrier agreements	Unit of Issue	Charge Method / Price
Move Management Fee	Per employee move	\$
Domestic HHG Line Haul/Accessorial Rate	Per shipment	% off (discount)
Domestic HHG Storage-In-Transit	Per shipment	% off (discount)
Other	Identify	\$

International Shipments	Unit of Issue	Charge Method / Price
List price per CWT	Identify	\$
Other	Identify	\$

#### **(4) General Requirements:**

The Contractor shall provide the full continuum of relocation services. This includes, but is not limited to home marketing assistance (working with real estate agents, providing real estate advice, developing a marketing strategy, recommending repairs/improvements); home sales service (home marketing, destination services); property management services; spousal employment counseling services (when promulgated by GSA and note, eligible employees shall be apprised of any tax consequences); and other related services (reports, communications, program materials). Relocation services shall be made available to eligible employees of the agencies according to individual agency policy. Eligible employees may use any or all of these services for which they are eligible and authorized or seek service from other sources (such as brokers in the new location) as they desire. However, employees, upon authorization into the program by their agency, may not use both the home sale services and property management services.

Employees whose residences are ineligible for home sale services and employees who do not have a residence to sell may be eligible for all other services under this contract. Determination of an employee's eligibility to participate in the program is solely the responsibility of the agency and shall not be subject to dispute.

The Contractor shall:

- Ensure that its firm and staff maintain any generally required professional certification, accreditation, license, bond, and proficiency relative to their area of expertise. The Contractor shall retain documentation of such records. The Government will not pay for expenses to meet this requirement.
- Ensure that its firm is fully versed in the Federal Travel Regulation (FTR), 41 CFR Chapters 300-304, Joint Federal Travel Regulation (JFTR) Volume I for uniformed personnel, Joint Travel Regulations (JTR), Volume II for DoD civilian personnel, and any agency specific regulations (both DoD and civilian). The Contractor shall also be familiar with the Surface Transportation Board, the Household Goods Carriers' Bureau Committee, the Nationwide Household Goods Commercial Relocation Tariff (400N or applicable tariff at time of contract), the Government Domestic Household Goods Government Rate Tender (415-G or applicable tariff at time of contract), the CHAMP Household Goods Tender of Service (HTOS) and the provisions in the current CHAMP Household Goods Request for Offers (RFO).
- Service level agreements may be proposed at the task order level to the extent the terms of such agreements do not conflict with the terms and conditions of this Schedule (see paragraph s, Order of Precedence, of Clause 52.212-4) and can be used in conjunction with the paragraph C.43, I-FSS-60, PERFORMANCE INCENTIVES. Service level agreements may also be negotiated with ordering agencies. An informational copy of service level agreements shall be provided to the GSA Contracting Officer at [onthego@gsa.gov](mailto:onthego@gsa.gov) within 5 business days of execution. Provide Government agencies with standard commercial and custom reports as requested. This includes, but is not limited to, services ordered, number of transactions, price, complaints, etc. The Contractor shall identify commercial reports that are available to enhance an agency's ability to manage its employee relocation program. The Contractor shall also provide the move management reports required by SIN 653-7.
- Provide the GSA Contracting Office with a quarterly report that details an agency's employee relocation expenditures for the given report period, and provide a cumulative total across all agencies serviced, by type of service ordered. Please note that the Government operates on a fiscal year basis of October 1 through September 30 of each year. The report is due by the 15<sup>th</sup> calendar day after the end of each report period (i.e., due January 15, April 15, July 15, and October 15). The information shall be provided in an electronic commercial format readable in Microsoft Excel 2002, SP-2 and emailed to [onthego@gsa.gov](mailto:onthego@gsa.gov), subject: Quarterly Employee Relocation Services Report, By Agency, or at GSA's option, through an automated reporting tool provided by the GSA. Data fields to be reported are:

Agency Department Name (e.g., General Services Administration)

Number of Transactions (by type of service ordered)

Dollar Value of Transactions (by type of service ordered)

If offering on SIN 653-7, the Contractor shall also provide the move management reports described herein.

- (5) Specific Requirements:** The Statement of Work as provided herein gives specific instructions regarding commercial relocation services. Ordering agencies, however, may need and are allowed to tailor this statement of work in order to meet agency specific goals as long as the tailoring does not change the scope or purpose and intent. Tailoring may have an impact on the resultant price. Examples of tailoring that are allowed include altering time frames and eliminating the equity advance.

**a. SIN 653-1, Employee Relocation Services**

**Home Marketing Assistance:** The Contractor shall provide assistance to an employee who wishes to sell his home at the old duty station either independent of or in conjunction with the home sale service if requested by the Government. Marketing assistance shall include:

- Development of a marketing strategy, suggested list price and probable selling price and terms. Marketing strategies, recommendations and advice furnished by the Contractor shall be provided in writing to the employee.
- Recommendations for repairs or improvements to enhance salability.
- Recommendation of a listing broker, if requested;
- Advice on managing and working with a broker.
- Advice on negotiating with potential buyers and evaluation of offers.
- Provision of toll-free 800 telephone lines that may be used by employees to facilitate the above services.

The Contractor shall advise the employee that he may elect to enter into a listing agreement with a real estate broker and to include an exclusion clause in such listing agreement. The purpose of the exclusion clause is to protect the employee from paying a real estate commission in the event the property is sold to the relocation company under an "Appraised Value Sale." It is the employee's responsibility to ensure the exclusion clause is included in a listing agreement. Any listing agreement shall include an "exclusion clause" that is similar to the following:

Exclusion Clause: "The seller hereby reserves the right to sell the property directly to (Contractor name) at any time and, in such event, to cancel this listing agreement with no obligation for commission or continuation of listing hereafter and to turn over an acceptable written offer there under to (Contractor name) for closing and payment of commission which shall be deemed earned and payable only upon closing of title."

The Contractor shall confirm with the employee that he has been notified by the RSC that he will be required to market the home independently (if the agency requires the employee to market the home independently) either by listing the home with a real estate broker or by making reasonable efforts to sell the house on a "For Sale by Owner" basis) in order to be eligible for the home sale services portion of this contract. If an agency does not require an employee to market his home prior or entering the program, a listing agreement is not necessary for eligibility into the Home Sale Services portion of the contract. Arrangements for independent marketing of the home must be made by the employee within five (5) working days of the employee's initial contact with the RSC. The employee is encouraged to contact the Contractor for counseling prior to listing the home with a real estate agent.

**Home Sales Service:** To be eligible for participation under this contract the employee's interest in the home must be reflected by a property title held in one of the following manners:

- In the name of the employee alone.
- In the joint name of the employee and one or more members of his immediate family.
- Solely in the name of one or more members of the employee's immediate family as defined below.
- In the joint name of the employee and a separate unrelated joint owner when pro rata reimbursement could be authorized under FTR 302.11, if the employee sold the residence under the direct reimbursement method. Such eligibility is subject to the conditions as defined.
- In the name of a separate accommodation party or parties as defined in the FTR part 302.11.

Members of an employee's immediate family are as follows:

- Spouse, excluding divorced or legally separated spouse (changes in marital status may affect eligibility).
- Children of the employee or employee's spouse who are unmarried and under 21 years of age or who, regardless of age, are physically or mentally incapable of self-support. The term "children" shall include

natural offspring, stepchildren, adopted children, grandchildren, legal minor wards or other dependent children who are under legal guardianship of the employee or employee's spouse.

- Dependent brothers and sisters (including step and legally adoptive brothers and sisters) of the employee or employee's spouse who are unmarried and under 21 years of age or who, regardless of age, are physically or mentally incapable of self-support.
- Dependent parents (including step and legally adoptive parents) of the employee or employee's spouse.

If a home would be subject to pro rata reimbursement under FTR part 302.11 were the employee to sell the residence under the direct reimbursement method, the employee will be eligible for Home Sale Services only if all owners satisfy the Government and the Contractor of their willingness and ability to pay their proportional shares of the contract cost directly to the Contractor. The proportions shall be determined under rules governing reimbursement of residence transactions expenses contained in FTR part 302.11.

The following properties are not eligible for the Home Sale Services portion of the contract:

- Mobile/Manufactured homes (whether or not affixed to real property owned by the employee). Mobile/manufactured homes constructed after 1976 have HUD 1 stickers attached. The Contractor when determining the mobile/manufactured home status may use other criteria. See Mobile/Manufactured Homes definition.
- Cooperatives.
- Houseboats.
- Homes that are not insurable. See definition of Home that is not Insurable.
- Homes that cannot be financed. See definition of Home that cannot be Financed.
- Homes that cannot be valued through the relocation appraisal process, such as homes in remote and inaccessible locations that lack comparables or are otherwise deemed unmarketable. The determination of such a home is at the discretion of the Contractor.
- Homes on which construction has not been completed or that are undergoing substantial renovations.
- Homes that do not comply with state and local codes provided, however, that such homes may be eligible if the conditions are correctable in accordance with procedures in the "Appraisals" and "Amended Value Sales" sections shown elsewhere in this statement of work. Such conditions include, but are not limited to: (i) Homes that are not adequately serviced by potable water or sanitary waste facilities, as defined by the applicable state and local standards for water and sanitary waste services; and (ii) Homes that do not comply with other applicable state or local codes, such as building, health and fire codes, provided conditions resulting in such noncompliance are documented in accordance with said state or local codes, unless such defects are corrected and approved by proper authorities to meet code requirements.
- Homes that have undergone inspection for contamination by toxic or hazardous substances and have been determined to be contaminated by toxic or hazardous substances, such as UFFI or radon gas, friable asbestos insulation, lead paint and other hazardous or health threatening substances such as seepage by leaking underground storage tanks and toxic waste sites, and toxic mold if such contamination cannot be corrected, provided that such determination has been made pursuant to inspections performed in accordance with the standards and all applicable laws. Property identified as having Exterior Insulation and Finishing Systems (EIFS) or Synthetic Stucco may be inspected or tested by the Contractor for proper installation and/or moisture damage prior to acceptance into the home sale program.
  - (i) Before any inspections for possible contamination by toxic or hazardous substances are conducted, the employee shall be informed of the nature of the inspections that will be performed and shall give permission to conduct said inspections. Within two (2) working days prior to such inspections, the employee may request that the Contractor use a fully qualified inspector of the employee's choice, provided that the inspector selected by the employee meets the requirements specified below. An inspector performing an inspection under this contract shall:
    - Have no present or future interest in the subject property nor have a relationship which would affect an independent judgment while performing the inspection.
    - Not be a Government employee and not be related to the employee or the Contractor by blood or marriage.
    - Not have a relationship with the employee or the Contractor (personal or business) that would affect the objectivity and/or independence of the inspection.
    - Not have inspected the subject property within the prior six months.

- Have the ability to perform the service in a timely fashion in an effort to enable the Contractor to meet the contract's timeframes.
- Not base his fee on a percentage of the appraised value of the property or have said fee contingent on the sale of the property.
- Inspector must be licensed as well as certified.

Attempting to utilize an inspector chosen by the employee may delay the appraisal process.

- (ii) The employee shall be advised that the sole purpose of the inspections is to determine whether the home is in fact eligible for the Home Sale Services portion of this contract and that, if it is determined that a condition making the home ineligible exists, the employee shall be afforded an opportunity to repair or remedy the condition. If the independent inspector determines that a condition cannot be corrected, the residence will be ineligible for the home sale program.
- (iii) Offers may be contingent offers only if those repairs and inspections required as stated herein have not been completed. If the condition is not correctable or if the employee elects not to correct it, the home shall be ineligible for the Home Sale Services of this contract. Conversely, if the condition(s) is corrected by the employee and a satisfactory re-inspection report(s) is obtained, the Contractor shall be required to accept the home on an "as is" basis. Employees shall be given a period of 30 days to correct all conditions.
- (iv) If inspections reveal conditions that make a home ineligible for the home sale service, the Contractor shall determine if the condition can be corrected and if a binding repair cost can be obtained from a qualified repair Contractor. If the condition can be corrected within a reasonable period, not to exceed 30 days from the date an employee accepts an appraised value offer, and a binding repair cost can be obtained, the offer may be made contingent in accordance with Appraised Value Sales. If the conditions require remediation of toxic hazardous substances, or if a binding repair cost cannot be obtained, the Contractor shall notify the employee of the condition. The employee will have five (5) calendar days to elect one of the following:
  - Delay receipt of the appraised value offer for up to 30 calendar days of receiving verbal notice from the Contractor, followed up by written notice of the ineligible condition, and correct the condition within the 30 day period. The Contractor will provide the employee with estimated repair costs.
  - Receive the appraised value offer contingent upon completion of the repairs by a qualified repair Contractor. The contingency will require the employee to complete the repairs within 30 calendar days of receipt of the appraised value offer

Other exclusions and restrictions are as follows:

- If the employee has leased the home to a tenant, and the home is occupied at the time of the transfer, the tenant must vacate the home prior to the employee's acceptance of the Contractor's offer. This restriction applies both to appraised value sales and to amended value sales.
- If the employee sells land in excess of that which reasonably relates to the residence site, the Government will pay only the proportional share of the contract price that reasonably relates to the residence site. The Relocation Services Coordinator (RSC) and the Contractor shall determine the amount of land that reasonably relates to the residence site, based on the nature of the property in question and the prevailing conditions in the market for such property in the area.

The employee will not be eligible for provisions of this contract if the Contractor cannot reach settlement with the employee within the timeframes established in the FTR Section for reimbursement of residence transaction expenses.

#### Utilizing Home Sale Services:

- If an agency's internal procedures or regulations mandate that the employee market his home independently, arrangements for independent marketing of the home must be made by the employee within five (5) working days of the employee's initial contact with the RSC. The employee is encouraged to contact the Contractor for counseling prior to listing the home with a real estate agent. Normally, in cases where an employee independently markets his home in accordance with his agency procedures, the employee will be required to enter into a written listing agreement with a licensed real estate broker and such listing agreements shall contain the exclusion clause set forth in this statement of

work. The RSC should confirm with the employee that a listing agreement is in place before placing an order for home sale services. In exceptional circumstances, the RSC may authorize the performance of home sale services by the Contractor without a written listing agreement being in force. Such exceptional circumstances may include, but are not limited to, the inability of the employee to list the home with a broker acceptable to him within the prescribed time period or the demonstrated capacity and willingness on the part of the employee to market the home on a "For Sale By Owner" basis.

- Initial contact with the employee shall be by telephone. At this time, the employee shall be given the Contractor's toll-free 800 telephone number. Within one working day of notification by telephone from the RSC of an eligible employee's relocation, the Contractor will contact the employee and describe the relocation program as approved under the contract. At this time, the Contractor shall:
  - (i) Advise the employee that if he elects to use the home sale services provided under this contract, he will be required to sign and return a property condition disclosure statement prior to the Contractor's presentation of any appraised or amended value offer to the employee. However, the absence of a disclosure statement is not sufficient cause for delay of timely ordering and scheduling of appraisals and inspections.
  - (ii) Confirm that the employee has been advised by the RSC that he may not use the home sale services until he has taken the appropriate measures as described in Section 4.4 to independently market the home if applicable, under the employing agency's internal procedures.
  - (iii) Advise the employee that if he elects to use the home sale services, he may, prior to the appraisals being performed, gather and submit information concerning the home, such as comparable sales and listing information, which the employee reasonably feels will affect the value at the home. This information will be furnished in writing by the employee to the appraiser(s) at the time of the appraiser's inspection or beforehand.
- The RSC may require additional specific items of information to be included in the Contractor's telephone notification by the Contractor to relocating employees of that agency. If the Contractor is unable to reach the employee, the file shall be documented to that effect, and the Contractor shall continue to attempt to contact the employee in an expeditious manner. Failure to contact the employee within five (5) working days shall be reported to the RSC.

Written Confirmation: Within five (5) working days of the date of telephone contact, the Contractor will mail the employee information confirming the conversation and providing the employee with copies of all publications pertaining to the relocation program services applicable to that employee. The Government desires "user friendly" brochures and literature that provide accurate guidance and instructions to user agency/employees/Relocation Service Coordinators. Copies of these publications will be provided, upon request, to the RSC at no additional cost. Information to be mailed shall include copies of any disclosure statement(s) required by local, state, or Federal law. In the alternative, if no disclosure statements are required under local, state or Federal law, the Contractor must furnish a standard form disclosure statement developed by the Contractor for use under this contract. The employee shall be advised that copies of any signed and completed disclosure statement(s) must be provided by the employee to the Contractor and the RSC. Information to be mailed shall include a description of the appraisal, title search and inspection procedures the Contractor will use pursuant to the "Appraisals," "Appraised Value Sales", "Amended Value Sales" and "Amended from Zero Sales" sections below.

#### Appraisals:

- Selection of Appraisal: Within three (3) working days of receipt of the written order for services, the Contractor shall contact the employee by telephone to discuss the appraisal, inspection and title search process and provide the employee with a complete written list of qualified, certified appraisers. If the Contractor is unable to contact the employee within five (5) working days of the receipt of the order, the Contractor will notify the cognizant RSC to discuss efforts that have been made to contact the employee, to request assistance in contacting the employee and to adjust the schedule of future actions to reflect the delay. The RSC will make appropriate schedule adjustments if convinced of the good faith efforts on the part of the Contractor to contact the employee. If the property is located in a rural area that is not served by the appraisers on its listing, the Contractor must notify the RSC for approval of the selection of the appraiser.
- Standards for Appraisals - An appraiser performing an appraisal under this contract shall:
  - (i) Conduct the appraisal in accordance with the Standards of Professional Practice and Conduct.

- (ii) Derive his income primarily from single-family residential appraising (not from commercial appraising and not from acting as a broker).
  - (iii) Be familiar with market conditions in the area where the subject property is located.
  - (iv) Have access to current local market data through a multiple listing service or other cooperative service.
  - (v) Have no present or future interest in the subject property, nor have a relationship that would affect an independent judgment in determining anticipated sales price.
  - (vi) Not be a Government employee and not be related to the employee or the Contractor by blood or marriage.
  - (vii) Not have a relationship with the employee or the Contractor (personal or business) that would affect the objectivity and/or independence of the appraisal.
  - (viii) Not have appraised the subject property within the prior six months.
  - (ix) Have knowledge and experience in using the Employee Relocation Council (ERC) appraisal form and standards.
  - (x) Have the ability to perform the service in an accurate and timely manner in an effort to enable the Contractor to meet the contract's timeframes.
  - (xi) Not base his fee on a percentage of the appraised value of the property or have said fee contingent on the sale of the property.
  - (xii) Is accredited to do appraisals in the required area.
  - (xiii) Be a member of one of the following appraiser organizations: The Appraisal Institute, National Association of Independent Fee Appraisers, American Association of Certified Appraisers, Inc., American Society of Appraisers, or American Society of Farm Managers and Rural Appraisers.
- Procedures:
    - (i) The employee may request that the Contractor use a fully qualified appraiser of the employee's choice who is not on the list provided by the Contractor. If the appraiser selected by the employee meets all requirements for appraisers as established under the contract, the Contractor shall be required to approve the employee's selection of appraiser. The Contractor shall contact the appraiser to confirm eligibility criteria. The Contractor is required to provide written instructions to the appraiser(s) concerning the appraisal process.
    - (ii) Within two (2) working days of receipt of a written list of independent appraisers, the employee shall designate three (3) appraisers, in order of preference, and shall notify the Contractor of his designations. The Contractor shall select the appraisers based on the order specified by the employee. Upon notification of the employee's selection of appraisers the Contractor shall, within one working day, order:
      - Two independent appraisals, based on the employee's designated order of preference.
      - A Title Search and Brokers Market Analysis. These may be ordered at the same time the appraisal list is provided to the employee as well as the other reports.
      - Specific inspections only when required. Repairs shall only be ordered if there is a demonstrable need at the time of the inspection (e.g., leaking roof, faulty furnace, etc). Repairs shall not be required based upon life expectancy alone.
      - Any inspections requested by the appraiser, broker or general home inspector shall be ordered within one (1) working day after receipt of the of the appraiser's, broker's or general home inspector's written report.
      - Inspections for possible contamination by toxic or hazardous substances shall be conducted by qualified, professional and independent home inspectors in accordance with applicable standards and protocols and in accordance with the following criteria: Inspections shall be limited to those required by virtue of the appraisals and home inspection.

- (iii) Appraisal and Inspection reports must be completed within 30 working days of the date the Contractor has two qualified appraiser names or the date of receipt of the official order for services, whichever is later. If the RSC is convinced that local conditions preclude completion of the appraisals and/or inspections within thirty (30) working days, the RSC may grant a reasonable extension of time to complete the process. The extension time period shall be a reasonable length dependent upon the local conditions.
- (iv) A home inspection should only be performed after an appraisal has been completed and reviewed by the Contractor, when an appraiser, broker or general home inspector has recommended it, when required by state/local code or ordinance or if necessary to transfer title. Inspections for any other purpose must be approved in advance, by the agency RSC.
- (v) If a home inspection is ordered by the Contractor, the delay in its completion shall not constitute an acceptable basis for the delay of an appraisal or an offer from the Contractor, unless the delay was caused by the employee. An appraiser cannot adjust an appraisal report to reflect the findings of a home inspection, if the appraisal has already been completed. An appraiser may consider the results of a home inspection for an "as is" adjustment, if the appraisal has not yet been completed and that such adjustment does not delay the Contractor's offer beyond the 30 working day time period.
- (vi) Condition of the Appraisals:
  - Appraisals are to be made on the property based on current market conditions. Appraisals shall be conducted according to the Employee Relocation Council (ERC) appraisal guidelines, except as modified under this contract.
  - The Contractor shall require appraisers to use comparable sale market data that is contiguous to the subject property. That is, the comparable properties selected by the appraiser or offered by the employee for consideration, must be in the same neighborhood, development, subdivision or complex unless there are not sufficient comparable sales within the immediate area in which case the appraiser may use comparables from the general market area. If an appraiser, in his opinion cannot identify acceptable comparables within the parameters set forth above, he will immediately notify the Contractor PRIOR to completing the appraisal. The Contractor shall not permit the appraiser to use foreclosures or auctions as comparables. If necessary, the RSC shall have the right to request documentation from the Contractor to determine whether the appraiser used comparable sales.
  - "Market Forecasting Adjustments," i.e., adjustments based on an analysis of market trends in the area, tempered with analytical judgment concerning the probable extent to which these trends will continue into the future, are permitted, provided that all such adjustments are explained in detail in the appraisal report. Forecasting applies when the normal marketing time in the area is less than 120 days or longer than 180 days. Factors taken into account by the appraiser (such as movements of interest rates, seasonal lulls or peak selling periods, trends of market values, relationship of supply to demand and data concerning the overall economy in the area) shall be set forth in the report supported with objective, verifiable data. This data shall be made available to the employee for review, if requested. Data supporting forecasting must be provided. It is not sufficient for the appraiser to indicate that "market is declining x percent per month."
  - The Contractor may review appraisal reports to determine if they are complete, accurate, consistent and in accordance with general relocation appraisal guide lines. Completed appraisals are not subject to adjustment by the Contractor under any circumstances. However, the Contractor may request the appraiser to reevaluate areas that are incomplete, inaccurate, inconsistent or not in accordance with general relocation appraisal guide lines. Completed appraisals are not subject to adjustment by the appraiser except to correct mathematical errors or errors of fact or explain or to explain adjustments not otherwise addressed in the appraisal report. The Contractor shall require the appraiser to support the appraisal report with objective verifiable data and this data shall be made available to the employee if requested. For the purposes of this contract, "errors of fact" include material mistakes regarding such items as dates and prices of comparable sales, measurements of properties, and other objective data verifiable by an impartial observer without particular expertise in appraisal techniques. "Errors of fact" do not include matters of opinion such as professional judgments concerning differences in condition of a property relative to comparable sales or the economic



significance of such differences. All adjustments must be clearly identified and made known to the employee. The RSC shall have the right to determine "errors of fact".

- The Contractor shall average the appraised value amounts to determine the guaranteed offer. If the two appraisals differ by more than 5% of the higher value, the Contractor shall arrange for a third appraisal to be ordered in accordance with the employee's preference of selection. The third appraiser is not to be advised that he is being called in as the third appraiser. When three appraisals are performed, the Contractor shall determine the guaranteed offer amount by: (a) the average of the two closest appraisals or (b) if the three appraisals vary equally, the average of the three appraisals. When a third appraisal is performed, it shall also be completed within the 30 working day timeframe as stipulated above. However, if the RSC is convinced that local conditions preclude completion of the third appraisal within 30 working days, the RSC may grant a reasonable extension of time to complete the process. The extension time period shall be a reasonable length dependent upon the local conditions.

Appraised Value Sales: Within two (2) working days of completion of the appraisal, inspection and title process, the Contractor shall make the employee an oral appraised value offer to purchase the home. The appraised value offer shall be the average of the two appraisals or when a third appraisal has been ordered, the average of the two closest appraisals or the average of the three appraisals when the three appraisals vary equally. This oral appraised value offer may be a contingent offer only if any required repairs and re-inspections have not been completed before the offer is made by the Contractor. In the event a contingent offer is made, the employee shall be afforded the options available herein.

The Contractor, shall, prior to making such an offer, have obtained estimates of repair and re-inspection costs from established, reputable, independent Contractors. The employee, at their discretion, may elect to arrange for the estimates without the Contractor's help. If the cost for repairs exceed \$1,000, and the employee and Contractor cannot come to agreement on the original estimate, the Contractor shall order a second estimate. The scope of work for which estimates are obtained shall be limited to the minimum work required to bring the home up to standards set by the applicable law ordinance, regulation or code. The Contractor shall be responsible for the costs of obtaining these estimates.

If a contingent offer is made, the employee shall be given five (5) calendar days to choose one of the options identified below. If the employee elects to complete any repairs and re-inspections, the employee will be required to complete these repairs prior to acceptance, but no later than 30 calendar days after receipt of the appraised value offer. Contractors providing repairs or re-inspection services shall not have a personal or business relationship with the employee or the Contractor that would affect the objectivity and/or independence of the appraisal. The Contractor providing inspections shall not be eligible to provide estimates for repairs or to perform the repairs without prior approval of the RSC.

In the event that a contingent offer is made, copies of estimates for repairs and re-inspection costs shall be provided to the employee along with the offer. If the employee wants to accept the offer, he shall within five (5) calendar days of receipt of the appraised value offer select one of the following options.

- Prior to acceptance of the appraised value offer, the employee may elect to complete any required repairs and re-inspections at his expense. In this event, the employee is solely responsible for ensuring that the home is brought up to standards set by the applicable law ordinance or code except when the repair required remediation of a toxic or hazardous substance.
- The employee may elect to have his equity payment from the Contractor offset (i.e., reduced) by the estimated cost of repairs and re-inspections necessary to bring the home up to standards set by the applicable law ordinance or code.
- The employee may elect to have the funds in the amount of the estimated repairs placed in escrow with an escrow mutually acceptable to the Contractor and the employee. Funds shall be placed in escrow by the employee at the time he accept the Contractor's contingent offer. The employee's liability for repairs and re-inspections shall not exceed their estimated cost; any additional cost will be the responsibility of the Contractor if the final cost of repairs and re-inspections is less than the amount of funds in escrow, the difference shall be credited to the employee, except in those instances when any errors and/or omissions are attributable to the employee. If the house is sold "as is" prior to the stipulated repairs being complete by the Contractor, the funds deducted from the escrow shall be returned to the employee and not used for other purposes.

Disputes under Appraised Value Sales - Disputes are to be handled on the ordering level. If a dispute cannot be resolved between the Contractor and the RSC, it will be referred to the GSA Contracting Officer who will then determine if the statement of work was correctly interpreted and followed. The

Contractor shall make reasonable efforts to effect the necessary repairs and re-inspections and conclude all necessary financial adjustments with the employee within 31 working days after completion of the home sales service. Neither the Government nor the employee shall be held liable for any errors or omissions that are solely attributable to the Contractor

A written offer shall be mailed to the employee within two (2) working days of the date the Contractor makes his oral offer. The written offer to the employee shall be accompanied by copies of all appraisals, inspection reports and other information pertaining to the offer. The written offer shall also include procedures for the employee to request a reevaluation of the appraisals. All documents shall be transmitted in their entirety and no information whatsoever shall be deleted from them. Any adjustments made to such documents shall be supported by written justification and made known to the employee. Copies of all documents sent to the employee shall be provided to the RSC upon request.

The employee shall have 60 calendar days from the date of the telephone offer to accept or reject the Contractor's appraised value offer. At this time, the employee may request an equity advance prior to acceptance of offer pursuant to procedures set forth under paragraph "Equity Advance" of this statement of work. The employee is free to reject the Contractor's appraised value offer at any time and proceed to sell the home independently. If the employee rejects the Contractor's offer, no further home sale services shall be performed by the Contractor. The Contractor will bill the Government for direct costs actually incurred and which are reimbursable under the FTR. If the employee rejects the Contractor's offer, the home shall no longer be eligible for inclusion in the home sale services portion of this contract. Rejection of the Contractor's offer will not be made effective until the end of the 60 day acceptance period. Though employees may notify the Contractor or the Government prior to the end of the 60 day acceptance period, the delay in effective date shall allow employees to reconsider their rejection until the end of the full 60 days. If after rejecting the offer the employee decides to accept the offer, the employee shall reenter the program by accepting the offer, and the initial 60 day acceptance period shall not be extended.

The Contractor shall provide a procedure for the employee to request a reevaluation of the appraisals used in the determination of the appraised value offer. At a minimum, the procedure provided by the Contractor shall contain the following provisions:

- Written instructions must be provided to the employee in the package submitted with the employee's written appraised value offer.
- The employee must submit the reevaluation request within 30 calendar days of receipt of the written offer to the Contractor and to the RSC.
- The reevaluation request shall be reviewed by the Contractor, the RSC and by the appraisers so that every effort is made to provide the employee with a fair and equitable resolution of the situation. Revised appraised value offers will be based upon the reevaluation of the original appraisals, regardless of variance. In no event shall the original offer be lower as a result of the reevaluation of the original appraisals. Reevaluation requests which cannot be resolved between the Contractor, appraisers and RSC shall be forwarded to the GSA Contracting Officer, which must be done prior to the employee's acceptance of the offer. The GSA Contracting Officer's role is to ensure proper compliance with the statement of work, including time frames, and not to interpret appraisals or re-evaluations of appraisals,
- In no event will the employee be given less than 15 calendar days to review the results of his reevaluation in order to determine whether to accept or reject the offer.
- The reevaluation process shall be completed prior to the 60 calendar day acceptance period unless extended by the RSC. Accordingly, the results of the reevaluation should be furnished by the Contractor to the employee no more than 45 calendar days after the date the original written appraised value offer was tendered to the employee. If the RSC determines that the reevaluation was not seriously considered by the appraiser, the RSC shall grant an option to extend the appraisal process and to order an additional appraisal(s) as replacement(s) shall be made available to the employee. The employee's agency shall be responsible for cost associated with the additional replacement appraisal(s).
- If it is determined that any of the three appraisals is inaccurate or questionable, the Contractor shall obtain an independent review of the appraisals in question. If the independent appraiser finds the questionable appraisal(s) inaccurate or incomplete, that appraisal(s) shall be disqualified and another appraisal shall be ordered. The Contractor has the responsibility for developing written criteria for the selection of the independent reviewer. These criteria shall be subject to review and approval by the RSC. Costs incurred by disqualified appraisals shall be borne by the Contractor.
- If an appraisal is disqualified and replaced by a new appraisal at any time during this process, the disqualified appraisal shall not be used in any further calculations. This will result in a new appraised value offer based on the new original appraisal that will either be higher than, equal to or lower than the

original offer, as describe in the third bullet above.

If the employee rejects the Contractor's appraised value offer, direct costs incurred by the Contractor pursuant to this contract which are reimbursable under the FTR will be paid by the Government. No service charge shall be paid for such services. The Contractor will make available to the employee copies of any document(s) paid for by the Government so that the employee may use them in selling his home independently.

Amended Value Sales:

During the 60-calendar day acceptance period the employee shall continue to market the home independently if required by the employee's agency regulations and procedures. If the employee is successful in finding a potential outside buyer willing to pay a purchase price equal to or greater than the appraised value offer made by the Contractor (unless the employee, at his discretion voluntarily agrees to accept an offer at less than the appraised value offer); the employee's transaction shall be closed according to the following procedures:

- The employee shall not enter into a contract or sign any agreement document with the potential outside buyer or accept a down payment or earnest money deposit.
- The Contractor shall review the offer's terms and conditions and shall counsel the employee throughout the negotiation of the offer.
- The Contractor shall verify that the offer from the potential outside buyer is bona fide and shall make adjustments to compare the two offers on an all-cash basis. Such adjustments may include deducting items not reimbursable under the FTR such as seller's concessions made by the employee, finance charges, points and excess real estate commission. Within five (5) working days of receipt of the outside offer and all required documentation, the Contractor shall notify the employee of its determination whether the outside offer is bona fide and the buyer is reasonably qualified.
- If the offer is determined to be bona-fide, the Contractor shall amend its original offer to the employee, revising its purchase price to the amount of the potential outside buyer's purchase price as adjusted. This amended value offer may be a contingent offer only to the extent provided for "bona fide offers" as defined in this statement of work. Accordingly, no contingencies may be included other than those that (a) provide for repairs and re-inspections required under this statement of work, (b) provide that the potential outside buyer must qualify for financing and (c) provide that the seller must convey marketable and insurable title. Amended value offers may not be contingent on other events such as the sale of other real estate by the potential outside buyer.
- The employee bears no risk if the potential outside buyer does not purchase the home or if the home eventually is sold for less than the amended value offer.
- The employee is free to reject the Contractor's amended value offer at any time and proceed to sell the home independently. If the employee rejects the Contractor's offer, no further home sale services shall be performed by the Contractor. The Contractor will bill the Government for direct costs actually incurred and which are reimbursable under the FTR. If the employee rejects the Contractor's offer, the home shall no longer be eligible for inclusion in the home sale services portion of this contract.
- Upon completion of the transaction, the Contractor shall bill the Government for the amended value sales fee based upon the amended value of the home.
- If the home was listed with a real estate broker, upon the employee's acceptance of the amended value and termination of the employee's listing agreement as provided in the listing exclusion clause, offer the Contractor shall initiate a listing agreement with the broker and shall pay the commission to the broker if the sale to the potential outside buyer is completed. The Contractor shall make a good faith effort to close the sale to the potential outside buyer.
- If the offer does not result in a completed sale at no fault to the Contractor, the transaction will revert to an appraised value sale fee for purposes of payment to the Contractor, subject to the approval of the RSC. If the home is ultimately sold to the outside buyer but on terms and conditions significantly different from the original offer, the transaction may revert to an appraised value sale for purposes of payment to the Contractor, upon request by the Contractor and subject to approval by the RSC. Approval will be granted only in cases where, in the judgment of the RSC, the terms and conditions of the ultimate sale are so different from those of the original offer (such as, for example, a significantly reduced purchase price) that it would be inequitable for the transaction to be treated as other than an appraised value sale for purposes of payment to the Contractor. The Contractor, with appropriate documentation of the change, and approval of the RSC, may then bill the Government for the difference, if any, in rates between the amended value and the appraised value transactions, based on the appraised value of the home.

Amended-from-zero sales:

- If the employee receives an acceptable bona fide offer from a potential outside buyer prior to completion of the appraisal process he shall immediately notify the Contractor. The employee shall not enter into a contract or sign an agreement document with the potential outside buyer or accept a down payment or earnest money deposit.
- The Contractor shall review the offer's terms and conditions and shall counsel the employee throughout the negotiation of the offer.
- The Contractor shall obtain independent broker's market analysis by two licensed real estate brokers of the Contractor's choice. These firms shall not have a business or personal relationship with either the employee or the Contractor that could affect the objectivity and/or independence of the inspection. The higher of these two analyses shall serve as a benchmark of market value to help determine the reasonableness of the offer.
- The Contractor shall make adjustments to compare the offer and the higher of the two broker's market analyses on an all cash basis. Such adjustments may include deducting items not reimbursable under the FTR such as seller's concessions made by the employee, finance charges and points.
- The Contractor may elect to make an amended-from-zero offer to purchase the home at a price equal to the amount of the potential outside buyer's purchase price, as adjusted, provided that the offer from the potential outside purchaser is determined to be bona fide. Within five (5) working days of receipt of the outside offer and all required documentation, the Contractor shall notify the employee of its determination whether the outside offer is bona fide and the buyer reasonably qualified.
- This amended-from-zero offer may be a contingent offer only to the extent provided for bona fide offers as defined in this contract. Accordingly, no contingencies may be included other than those that provide for any repairs and re-inspections required that the potential outside buyer must qualify for financing and that the seller must convey marketable and insurable title. Amended-from-zero value offers may not be contingent on other events such as the sale of other real estate by the potential outside buyer.
- If the Contractor elects to make an amended-from-zero offer:
  - (i) Upon completion of the transaction, the Contractor shall bill the Government based upon the amended value sales fee applied to the outside buyer's purchase price of the home.
  - (ii) If the home was listed with a real estate broker, upon the employee's acceptance of the amended-from-zero offer and termination of the employee's listing agreement as provided in the listing exclusion clause, the Contractor shall initiate a listing agreement with the broker and shall pay the commission to the broker if the sale to the potential outside buyer is completed. The Contractor shall make a good faith effort to close the sale to the potential outside buyer.
  - (iii) If the offer from the potential outside buyer does not result in a completed sale at no fault to the Contractor, except as in the next bullet below, the transaction will revert to the procedures of an appraised value sale for purposes of payment to the Contractor, subject to the approval of the RSC. If the home is ultimately sold to the outside buyer, but on terms and conditions substantially different from the original offer, the transaction may revert to an appraised value sale for purposes of payment to the Contractor, upon request by the Contractor and subject to approval by the RSC. Approval will be granted only in cases where, in the judgment of the RSC, the terms and conditions of the ultimate sale are so different from those of the original offer (such as, for example, a significantly reduced purchase price) that it would be inequitable for the transaction to be treated as other than an appraised value sale for purposes of payment to the Contractor. The Contractor, with appropriate documentation for the change, may then bill the Government for the difference in rates, if any, between the amended value and the appraised value transactions. The appraised value fee will be applied to either the higher of the two brokers' market analyses or to the outside contract price, whichever is lower.
- If the Contractor elects not to make an amended-from-zero offer, the employee may either accept the offer from the potential outside buyer or reject the offer and continue to use the home sale services offered under this contract. If the employee accepts the offer from the potential outside buyer, no further home sale services shall be performed by the Contractor. The Contractor will bill the Government for direct costs actually incurred and which are reimbursable under the FTR. If the employee accepts the offer from the potential, outside buyer and the offer does not result in a completed sale, the home shall no longer be eligible for inclusion in the home sale services portion of this contract.

**Vacating Date:** Once the employee has accepted the Contractor's offer, a vacating date shall be established. If the employee is the occupant they may remain in the house during this period. The vacating date shall be no later than the earlier of (i) 45 calendar days from the date of acceptance or (ii) the scheduled closing date with an outside buyer. This date may be extended in exceptional cases when approved in advance by the Contractor and the RSC. However, the employee shall be charged prorated fees during the vacate period for taxes and the regular mortgage payment. If the property is occupied by a tenant, the tenant must vacate prior

to the employee's acceptance of the offer. Note: The employee shall maintain the property in substantially the same condition as when appraised and shall pay all maintenance, utility, insurance, mortgage and related costs for the property during the timeframe between the employee's acceptance of the Contractor's offer and the date the employee vacates the property. A representative of the Contractor may inspect the property within three (3) days of vacating to identify damage or the need for debris removal.

Equity Payment:

- When the sales price accepted by the employee exceeds the outstanding mortgage balance and other encumbrances the Contractor shall pay the equity to the employee. The equity payment will not be reduced for items that are normally reimbursable to the employee under the direct reimbursement method as specified in chapter 302 of the FTR. Questions regarding reimbursable items must be resolved between the employee, RSC and the Contractor prior to the equity payment. Payment shall be made by certified check, wire transfer or cashier's check.
- If the property has not been vacated, 95% of the equity calculated shall be paid to the employee within five working days of receipt of acceptance and execution of the contract of sale by the Contractor. The balance will be paid to the employee within five (5) working days of the date the property is vacated.
- If the property has been vacated at the time of acceptance and execution of the contract of sale, 100% of the equity calculated shall be paid to the employee within five (5) working days of receipt of acceptance and execution of the contract of sale by the Contractor.

Equity Deficit: When the outstanding mortgage balance and encumbrances exceed the accepted sales price, the employee shall pay the Contractor the deficit via certified check, wire transfer or cashier's check at the time he executes the contract of sale.

Equity Advance:

- During the acceptance period, the Contractor shall advance up to 75% of the transferee's estimated equity, based on the appraised value offer, if the employee requests such advance for the purpose of purchasing a home at the new duty station. During the acceptance period, Contractors may provide employees with a 100% equity advance, based on the appraised value of the offer, if the employee requests such advance for the purpose of purchasing a new home at the new duty station. If the employee requests an equity advance during the acceptance period, the Contractor can request proof of a new home purchase either verbally (from the broker) or by requesting a copy of the purchase agreement from the transferee.
- The equity advance may be secured by a second deed of trust or other security that the Contractor deems satisfactory. In the event that the employee does not accept the Contractor's appraised value offer, the Contractor may use normal legal recourse if the employee fails to pay the amounts that had been advanced. The Contractor shall have no legal recourse against the Government if the employee fails to pay the amounts advanced. The Contractor may also charge the employee a \$125 administrative fee if the equity has been advanced and the employee does not accept the Contractor's appraised value offer. Upon completion of the home sales service, it is the responsibility of the Contractor to ensure the equity advanced to the employee was the correct amount, except in those instances when any errors and/or omissions are attributable to the employee.

Disputes under Equity Advance - Except as noted below relating to post-closing audits, neither the employee nor the Government shall accept responsibility for repayment of any amounts advanced. The Contractor shall have no legal recourse against the Government if the employee fails to pay the amounts advanced, except in those instances when the employee does not accept the Contractor's home sale offer and an amount has been advanced to the employee.

- The equity advance shall be deducted from the employee's equity upon the Contractor's acquisition of the property. Neither the Contractor's cost of money nor any other fee will be charged to the employee or to the Government.

Equity Advance:

- The Contractor shall acquire the property as of the later of (i) the Contractor's execution of the employee's acceptance of the Contractor's offer or (ii) the date the employee vacates the Home. The Contractor will assume all financial responsibility for the property as of the acquisition date, or the employee's vacate date, whichever is later.
- The employee shall transfer title directly to the Contractor.

- After the date of acceptance, or vacate, whichever is later, the Contractor, is the sole beneficial owner of the home and bears all the burdens of ownership, including all mortgage payments while the property is in his possession and all expenses related to maintaining, insuring and disposing of the home. The employee shall not be liable for any damage, loss, act of God, or other cost or expense from the date of acquisition by the Contractor unless due to an act or omission to act by employee or loss of damage is a result of latent defect which has been misrepresented or omitted from the disclosure by the employee, or due to any misrepresentation or fraud by the employee. The Contractor may conduct a post-closing audit of the file within 45 days of the final equity payment. Within 60 days of final payment of equity to the employee or such later date as the loss occurs, the Contractor shall disburse any additional funds due the employee or initiate efforts to collect funds improperly paid the employee.
- The Contractor will establish procedures for dealing with mortgages and other obligations secured by the home. Such procedures will ensure that all necessary actions are completed within 31 working days of his acquisition of the property. At a minimum, the procedures established by the Contractor shall contain the following provisions:
  - (i) Except when the home has been acquired as a result of an amended value sale or amended-from-zero sale that included assumption of the mortgage as a seller's concession, the Contractor shall formally assume any mortgage or other obligation secured by the home within 31 working days. In the event that assumption is prohibited, the Contractor shall satisfy the obligation in full. The Contractor shall arrange for formal release of the employee from all obligations secured by the home. The Contractor shall assure that the employee's credit record is protected through prompt payment of all obligations by the due date.
  - (ii) When the home has been acquired as a result of an amended value sale or amended-from-zero sale that included assumption of the mortgage as a seller's concession, the Contractor is not required to arrange for formal release of the employee from the mortgage. The employee will remain liable for the mortgage in the event of subsequent default by the third party buyer. (If the amended value sale or amended-from-zero sale that included assumption as a seller's concession is not consummated, the Contractor shall obtain formal release of the employee from the mortgage, as described above.
  - (iii) The Contractor shall not credit the employee the escrow at the time of the equity advance. Upon payoff, the Contractor shall instruct the mortgagor to send any outstanding escrow refund directly to the employee. In the event the Contractor receives the escrow funds from the mortgagor, the escrow funds shall be sent to the employee within five (5) working days.
- The date of acquisition of the property represents completion of the home sale services portion of the contract for billing purposes. Neither the Government nor the employee shall be held liable for any errors or omissions that are attributable to the Contractor, except in situations of misrepresentation/fraud on the part of the employee or in the result of any post-closing audit.

Cancellation of Transaction: The Government reserves the right to cancel an employee's relocation. No fees will be paid to the Contractor for such cancellation. If the employee's relocation is canceled, direct costs incurred by the Contractor pursuant to this contract that are reimbursable under the FTR will be paid by the Government. Upon notification by the Government of such cancellation, the Contractor may bill for interest charged in accordance with the Prompt Payment Act.

Destination Areas Services: Upon notification of transfer, the Contractor shall provide relocating employees with individual counseling services in a timely manner to familiarize the employee with information, regarding the real estate market (including rental properties, temporary quarters, schools, taxes, commuting, community life, etc.), at the new official duty station. This information should relate to the individual employee's needs. If requested by the employee, the Contractor shall provide the following (free - at no cost to the Government or employee) destination area services either independent of or in conjunction with the home sales services portion of the program.

- Buyer's Assistance: Upon notification of a transfer, the Contractor shall contact the employee to advise him of the assistance available and to discuss the family's community and housing needs at the destination area. A Home Finding Information Kit shall be sent containing information on the home prices and services. If applicable, when a Contractor was awarded a line item to which the employee is transferring, the information kit shall also include a listing of homes in inventory that pertain to the GSA Relocation Services Program in the area where the employee is transferring. The Contractor shall provide inventory listing of all homes, including, if applicable, any other Government contract inventory homes in the area where the employee is transferring. This listing should include, but is not limited to, the following information:
  - Brief description of property

- List Price
- Address of Property
- Broker listing and phone number

Based on the employee's particular requirements, the Contractor shall select a licensed broker in the destination area, furnishing a complete profile of the employee's preferences. Such brokers shall not have a personal or business relationship with the employee or the Contractor that would affect the objectivity and/or independence of the broker. The broker shall provide buyer assistance counseling, which shall include:

- (i) Screening the available homes in the area and contacting the employee to familiarize him with information regarding the local area.
  - (ii) Preparing a home hunting itinerary, scheduling appointments to view the available properties and acquainting the employee and spouse with points of interest in the new area.
  - (iii) When a suitable home is located, assisting in the preparation of the proper contracts and negotiating the purchase according to applicable laws and regulations.
  - (iv) Providing historical data on home prices for the area within the past three years.
- Rental Assistance: The Contractor shall contact the employee to verify the desired location, rental price range and the relocation time schedule. This information will be transmitted to personnel of a reputable rental agency who will contact and counsel the employee. The Contractor shall maintain communication with the employee throughout all phases of the process. The employee also may use a rental agent of his own choice. A rental agent performing a service under this contract shall not a Government employee and not be related to the employee or the Contractor by blood or marriage and shall not have a relationship with the employee or the Contractor (personal or business) that would affect the objectivity and/or independence of the inspection. If the employee elects to do so, no other home finding assistance will be provided by the Contractor. Rental assistance counseling shall include:
    - (i) Sending the employee a Relocation Information Kit.
    - (ii) Preparing a home hunting itinerary, scheduling appointments with a rental agency.
    - (iii) Discussing the rights and obligations of the renter, including the requirements of lease agreements, prior to the showing of available rental unit.
    - (iv) Orienting the employee to the typical rentals within a suitable commuting distance.
    - (v) Discussing the customary deposit requirements.

Mortgage Counseling: The Contractor shall counsel the employee on local and nationwide and local mortgage programs that meet the employee's financial objective and qualifications. Local mortgage counseling is available through the buyer's assistance representative selected by the Contractor. National lenders shall be defined as including, but not limited to:

- Licensed to originate and close residential mortgages in all 50 States.
- Product lists to include, but not limited to: conforming loans (fixed and adjustable); non-conforming loans (fixed and adjustable); FHA/VA loans; sub-prime loans, new construction loans; and combination home equity lines of credit.
- All products must be available in all 50 States.
- Service delivery for the employee shall be available via a toll-free number.
- Retention of services for loans closed through solicitation.
- Dedicated national account manager for GSA, agency and contractor.
- Reporting capability to meet agency requirements.
- Capability to offer direct bill benefit if agency permits and employee is eligible.

The counseling shall include:

- Providing information on types of mortgages, rates, fees and lender qualification requirements and relative availability of financing in the new area.

- Qualifying the employee for mortgage amount and monthly payment without the employee's obligation for an application fee.
- Referring to national and local lending sources, to enable the employee to compare financing available and select a mortgage product and lender that meets employee requirements. Agencies have the option to require the Contractor(s) to refer the employee to more than one agency-selected national lender. If available, direct bill capability shall be extended to all agency selected national lenders. Direct bill capability shall be defined as the ability to advance closing costs on behalf of the employee and seek reimbursement from the agency and/or Contractor.
- Monitoring of employee's progress in securing financing and assistance with details of application and approval.

The Contractor is not required to provide actual financing to the employee. Any such financing that the Contractor would furnish would be considered a service outside the scope of the contract, as discussed below.

This requirement does not preclude the Government or any individual agency participating in this contract from entering into contractual or other arrangements with other firms for the provision of mortgage financing to the Federal employees.

**b. SIN 653-3, Relocation Software, Technology Tools, and Services:**

<p>technology tools to help agencies manage, track software and technology tools shall be subject (June 1987), and 52.227-19, Commercial incorporated by reference, its application applicable</p> <p>such software and technology tools may also be and applications (e.g., eTravel, Defense security and proper functioning of all operation of the Government's relocation protect against deliberate or inadvertent information from unauthorized access or use.</p>	<p>The Contractor shall provide relocation software and and report on their employee relocation programs. Such to Contract Clauses 52.227-14, Rights in Data-General Computer Software-Restricted Rights (June 1987), to products offered under this SIN. Services supporting offered, including integration services with agency systems Travel System). The Contractor shall protect the integrity, information, databases and systems involved in the program(s). The Contractor shall have security measures to loss, degradation, alteration, release or damage of</p>
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**c. SIN 653-4, Additional Services:**

<p>cost of living analysis, closing assistance, counseling, group move assistance and also provide:</p>	<p>The Contractor shall provide additional services such as expense management, rental management, entitlement international move assistance, etc. The Contractor shall</p>
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- Management Reports - The Contractor shall provide reliable, automated management reports to each participating agency. These reports may be used to support billing to the agency and must present detailed transaction data to include as a minimum, name of employee, length of time the property is in inventory, itemized services provided, etc. Agencies may establish different format and data requirements.
- Data Communications Capabilities - Contractor shall provide a capability for electronic transmission of relocation service authorizations, on-line access to Contractor's database and electronic message transmission. Access to the Contractor's database is limited to viewing relocation services of the acquiring agency. No data will be allowed to be manipulated at any time. The Contractor shall establish sufficient safeguards to prevent unauthorized access. The Contractor's database must contain, but not necessarily be limited to, property information and information sufficient to generate the required reports. The on-line system must allow the exchange of information between the agency and the Contractor (i.e., on-line authorization, on-line inquiry and on-line message system). Agencies must have access to all information regarding the relocation services provided to employees, including, but not limited to, conversations/counseling sessions between the Contractor and the employee, and on-line billing information.
- Correspondence - The Contracting Officer may require the Contractor to provide copies of all correspondence and documentation regarding the relocation of any federal employee obtaining services under this contract. Any such copies will be provided to the Government at no cost. The RSC may request such correspondence and documentation with respect to any relocated employee of the RSC's agency who obtained services under this contract.

**d. SIN 653-5, Agency Customization Services:**



The Contractor shall provide agency customization services that are within the scope of this contract but not listed in another SIN. This can include services such as variance of the figures, changes to equity terms, deletion of the terms and conditions concerning appraisals, properties excluded from home sales services when permitted by the FTR, especially difficult-to-sell properties (identify criteria), etc. Services are related but independent of the purchase or selling of the residence as provided in SIN 653-1.

**Property Management Services:** The Contractor shall provide management of the employee's residence at the old duty station upon request from the Agency RSC. Within five (5) working days of the date of telephone contact, the Contractor will mail the employee information pertaining to the property management program services. Information to be mailed shall include a description of the property management process and all procedures the Contractor will use pursuant to this section. The Government desires user friendly brochures and literature that provide accurate guidance and instructions to user agencies, employees and Relocation Service Coordinators. Property Management shall be provided for up to three years at the expense of the requesting agency and shall be used only in situations where the employee is eligible for real estate reimbursement under the FTR and the employee is reasonably expected to return to the old duty station. If the employee elects to use the property management program, the employee may not use the home sale services program. At the end of the property management period, the Contractor may, but is not required, to offer continued property management to the employee at such fees and under such contractual arrangements as the Contractor and the employee agree to. The Contractor shall indemnify the Government against any claims that may arise from any private arrangement between the Contractor and the employee:

- The Contractor shall recommend a fair market rental value of property.
- The Contractor shall assist in securing and screening tenants.
- The Contractor shall administer and collect rental income and deposits; and administer payment of mortgage, utilities, and established carrying costs. The Contractor shall be responsible for all late charges resulting from Contractor administration of the property.
- The Contractor shall administer the operational expenses and maintain the residence whether rented or vacant.
- The Contractor shall reconcile account with employee quarterly. Negative balances are the employee's responsibility.
- The Contractor shall inspect property quarterly.
- Since property management for each property is renewable for one year at a time and is paid in advance, homes put under the property management option during the last year of the contract will continue under that contract until the end of the year for each home and then will be brought under the new contract in effect at that time.

**Training:** The Contractor shall provide training services that are within the scope of this contract and independent from SIN 653-1.

**e. SIN 653-7, Move Management Services:**

The Contractor shall provide, in compliance with Government regulations and procedures, all labor, materials, supervision and resources to provide management of household goods shipment (domestic and international), boats and mobile homes services from initial notification of move through completion of all move-related transactions. Services include, but are not limited to: entitlement counseling; pre-move planning; written estimates; carrier selection; transportation, shipment management including status updates, storage (temporary and permanent) and special service arrangement and coordination; administration, monitoring and inspection; assisting employees with understanding the household goods shipment process and associated responsibilities; performing service performance audits and prepayment audits; report generation and distribution; customer service; and a variety of other related services as set forth herein.

Move Management Services: The Contractor shall provide all services specified herein. Multiple origins and/or destinations may be involved for both CONUS and OCONUS shipments.

- **Authorization, Initial Contact and Entitlement and Pre-move Counseling:** Upon receipt of a written or electronic authorization for movement, the Contractor shall contact the employee by telephone and conduct a preliminary interview. During the preliminary telephone interview all pertinent demographic information shall be obtained, timing and travel needs shall be ascertained, and an appointment shall be set for entitlement counseling if the initial conversation is inconvenient.

Entitlement counseling includes discussion of personal property authorizations/entitlements and commercial practices affecting the move, options for personally procured moves, mobile homes and boats (if applicable), unpacking requirement, debris removal, professional books, papers and

equipment (if applicable), POV entitlement, claims process, full replacement value protection, carrier/employee responsibilities and any unique agency requirements. The counselor shall ensure that any requested services that are not the Government's financial responsibility and which the employing agency will charge back to the employee is the employee's responsibility. The counselor shall offer assistance to the employee in preparing all documents related to the shipment. After the initial counseling session, agency approved materials shall be sent to the employee with the appropriate forms, descriptions of the services offered and the process. The Contractor is encouraged to have a web-site in addition to a toll free number that the employee can access for information, communication, shipment status and to download forms which may be necessary in the process. Access shall be available to the agencies and to the employee 24/7/365. If the Contractor is unable to reach the employee after three attempts, they are to contact the agency relocation services coordinator for assistance.

- Carrier/forwarder selection. Selection of a carrier or household goods forwarder/broker (hereinafter included in the term "carrier") shall be subject to the requirements set forth in [41 CFR 102-117](#). It is the responsibility of the ordering agency to determine which carrier is to move the relocating employee's household goods. Agencies will select the carrier based on the criteria specified in [41 CFR 102-117](#). Ordering activities are required to use the carrier that provides the overall best value to the agency (see [41 CFR 102-117.100](#) & [41 CFR 102-117.105](#)). The Contractor may prepare an analysis for the agency using actual move data to assist the agency in the best value determination. If actual move data does not exist, the Contractor may provide analysis based on their government experience. This cost/price analysis shall be provided to the ordering agency for its consideration to ensure it maximizes its opportunities to secure the best value and be made available to the GSA Contracting Officer and/or designee on request. The Contractor shall also comply with 41 CFR 102-118.260 (see the Prepayment Audit section of this SOW).
- (i) CHAMP. CHAMP carriers must be the first resource for moving a Federal civilian, non-DoD employees' household goods and ordering agencies shall consider CHAMP on either a case-by-case basis or an overall basis. For administrative convenience, ordering agencies may add CHAMP services to their relocation order under the schedule. In this scenario, the move management contractor teams with a CHAMP carrier to deliver a total solution to the ordering agency. CHAMP carriers using their current rate tender on file will deliver services in accordance with the terms and conditions of CHAMP, and the move management contractor will deliver services in accordance with the terms and conditions of the GSA Schedule. In those instances when the CHAMP program is used in conjunction with the move management services available under this schedule, CHAMP carriers will remit to GSA's Transportation Program Office a 2.5% (.025) IFF for shipments that move between points wholly within the continental United States, and 1.5% (.015) for international. The bill of lading will be tendered directly to the CHAMP carrier. If CHAMP transportation services are provided, the relocation contractor will assess the 0.75 percent schedule IFF for the move management service portion only. CHAMP moves will be reported by the CHAMP carrier to the CHAMP Transportation Program Office on a quarterly basis per the HTOS. The transportation charges shall be invoiced by the CHAMP carrier directly to the agency. Payment of the charges will be directly from the agency to the CHAMP carrier. The move management services contractor shall identify to the CHAMP carrier that the ordering agency desires this teaming solution. Move management service IFF remittance to GSA remains the responsibility of the schedule contractor.
- (ii) Use of Contractor's Commercial Arrangement under 400N and 415G (non-CHAMP). The Contractor may offer, and an agency may select on a case-by-case or an overall basis, use of a commercial carrier with which the Contractor has a commercial arrangement, provided the arrangement results in the best value to the agency as required by [41 CFR 102-117](#). In this scenario, the move management services contractor selects the carrier to provide transportation services under a subcontract arrangement. Because of the nature of the transportation industry, it is likely that move management services contractors may use carriers who also are CHAMP participants, but the terms and conditions of such subcontracts are NOT under the CHAMP agreement or rates. In these instances, the move management services contractor may not misrepresent to the ordering agency that the Contractor is using a CHAMP carrier and/or CHAMP program. In this scenario, the move management contractor shall clearly articulate to the carrier and the ordering agency that such subcontract is not under the CHAMP program.

- (iii) Ordering agencies may contact the following GSA office for assistance in making the best value determination:

General Services Administration  
Federal Supply Service/Federal Acquisition Service  
Office of Transportation and Property Management  
1901 South Bell Street  
Arlington, VA 22202  
703-605-5618  
transportation.programs@gsa.gov

- Commissions. A commission may be charged for commercial services under the multiple award schedule provided the commission is disclosed and does not influence the carrier that is recommended/selected. For informational purposes, payment of a commission or booking fee is prohibited when a CHAMP carrier under the CHAMP program is used.
- Shipment booking. The Contractor shall conduct all pre-move arrangements such as scheduling the move with the selected carrier, ordering a pre-move survey, determining whether SIT or any special services (e.g., shuttle service, special crating, third-party servicing, elevator charges, long carry, and/or stair carry) are required. If SIT or special services are required, the Contractor shall obtain written authorization from the ordering agency. After the pre-move survey, the Contractor is to send to the agency/employee in writing a list of the required services and the estimated charges. If it appears that there might be unauthorized services or weight beyond entitlement, the employee must agree in writing with the Contractor that they (the employee) shall be responsible for all the unauthorized charges. The carrier will always be paid for services rendered and under no scenario will be asked to collect excess costs from the employee. The Government shall assume no liability for the debt made by the employee.
- Storage-in-Transit (SIT) and Non-temporary Storage:
  - (i) Arranging/Monitoring SIT. If an ordering agency authorizes SIT, the Contractor shall arrange storage under its commercial arrangement, or under CHAMP, if the Contractor is teaming with a CHAMP carrier using CHAMP rates or DOD rules when DOD procedures are used. The Contractor shall: (1) notify the employee in writing within 5 calendar days of household goods placement in SIT of the authorized SIT duration and location; (2) give the employee written contact information for the SIT provider; (3) monitor shipments in SIT and obtain disposition instructions from the employee or ordering agency representative at least ten working days before SIT expiration; (4) arrange delivery of shipments from SIT; and (5) inform employees in writing of their personal financial responsibility for charges incurred for any storage period in excess of the maximum authorized.
    - A) CHAMP SIT. Ordering agencies, upon determining that a CHAMP carrier represents best value, may add CHAMP SIT (non-temporary storage is not available under the CHAMP program) to their relocation order under the schedule. In this scenario, the move management Schedule contractor teams with a CHAMP carrier to deliver a total solution to the ordering agency. CHAMP carriers will deliver services in accordance with the terms and conditions of their respective CHAMP agreement, and the move management contractor will deliver services in accordance with the terms and conditions of the GSA Schedule. Under the terms of CHAMP agreements, agencies may not be assessed an IFF by CHAMP carriers for SIT services (to include first day of storage, each additional day of storage, warehouse handling, and pickup and delivery) for domestic or international shipments. CHAMP moves will be reported by the CHAMP carrier to the CHAMP Transportation Program Office on a quarterly basis per the HTOS. The transportation charges shall be invoiced by the CHAMP carrier directly to the agency. Payment of the charges will be directly from the agency to the CHAMP carrier. The move management services contractor shall identify to the CHAMP carrier that the ordering agency desires this teaming solution.
    - B) Use of Contractor's Commercial Arrangement under 400N and 415G (non-CHAMP). Ordering agencies may determine that a Schedule contractor's commercial carrier arrangement offers best value for SIT. In this scenario, the move management services contractor provides the ordering agency these services through a subcontract arrangement

with the carrier under its Schedule contract. Because of the nature of the transportation industry, it is likely that the subcontractor is also a CHAMP participant but, in this scenario, the terms and conditions of the subcontract are not under the CHAMP agreements or rates. In these instances, the move management services contractor may not misrepresent to the ordering agency that the Contractor is using a CHAMP carrier and/or CHAMP program. The move management contractor shall clearly articulate to the carrier and the ordering agency that such subcontract is not under the CHAMP program.

- (ii) **Storage in Excess of 180 Days.** If storage exceeds 180 days, the Contractor shall determine and provide in writing to the agency/employee the condition of the employee's property at the end of the 180-day SIT period to protect the Government's and the relocating employee's right to recover for carrier-caused losses or damages. The Contractor must also provide in writing the new contact (if the contact changes) for the employee to make storage payments and to release the shipment, and also explain any shipment valuation changes (insurance levels) due to the shipment changing from Government storage responsibility to employee storage responsibility. While under the Federal Travel Regulation (41 CFR chapters 300 through 304), the employee is entitled to shipment of goods to a final destination (if delivery is made within 2 years from effective date of transfer), the employee is responsible for payment of all storage in excess of 180 days. The Contractor shall ensure that its agreement with the storage facility protects individual employee interests after the 180 day period. When an ultimate destination is specified, the Contractor shall provide all required contract services.
  - (iii) **Non-Temporary Storage (NTS) for DoD employees.** The Contractor shall coordinate with the appropriate DoD facility to determine the authorization for NTS shipment. The employee must sign that they request NTS and that must be provided to the Government. While goods are in NTS, the Contractor shall provide the employee a toll-free number and an electronic address to communicate the status of the shipment, and notify the employee 30 days prior to the expiration of their entitlement.
- **Pack, Load, Pick-up, Delivery Un-pack and Debris Removal.** The Contractor shall ensure that the household goods are picked up and delivered on the agreed-upon dates established by the Contractor and the employee. The Contractor may compensate the employee for inconvenience due to missed pick up and/or delivery dates. Compensation shall be consistent with current commercial standard business practices. The Contractor shall remove or cause to be removed debris accumulated incident to the pickup and within 10 calendar days subsequent to the delivery, at no additional charge to the employee or the agency.
- **Claims Preparation, Filing, and Settlement Assistance.** When the ordering agency uses a Contractor's commercial arrangement, and the employee or ordering agency asks the Contractor to settle the employee's loss/damage claim or to provide immediate loss/damage claim preparation/filing assistance, the Contractor shall comply with the request. When a CHAMP or SDDC carrier and rate are used, the Contractor's role is limited to providing assistance with claim preparation and filing. On all claims, the Contractor shall review and negotiate a settlement offer that is consistent with the carrier's liability, and in the case of an impasse must refer the complete file to the ordering agency. Additionally, the Contractor shall counsel the employee about the potential consequences of signing any full and unconditional release on any offer of settlement before all claims resulting from a particular move have been resolved.
- **Liability.** The Contractor shall be insured to provide members full replacement value protection for damaged and/or lost household goods.
  - (i) The Contractor shall provide full replacement value protection to the member for all household goods shipments. The Contractor shall guarantee either replacement of articles lost or damaged while in the Contractor's custody (in custody of the carrier is considered in the Contractor's custody), reimbursement for full replacement cost (as determined by current market value), or repairs, or the cost of repairs to damaged item(s) to the extent necessary to restore the item(s) to the same condition as when received by the Contractor from the employee. Actual replacement articles, if any, shall consist of articles of like kind and quality without deduction for depreciation.

- (ii) The Contractor shall provide Full Replacement Value Protection based on a minimum of \$5.00 times the actual net weight (in pounds) of the shipment, limited to a maximum of \$90,000 per shipment. This protection and liability shall be at no additional cost to the agency or employee. The Contractor's maximum liability shall not exceed the released or declared value on the shipment or the full cost of repair to the damaged property, whichever is less. The Contractor shall have the option of repair or replacement of damaged articles. The Contractor shall offer the employee an option to purchase additional insurance above the computed value. For GSA CHAMP and SDDC, the valuation shall be according to the limits set forth in their respective programs.
- The Contractor shall accept responsibility for the repair, recalibration and/or adjustment of electronics and appliances damaged during transit and/or storage regardless of external damage (or lack thereof). Failure of Contractor to take exception to the condition of electronics and appliances at origin shall result in Contractor acceptance of responsibility at destination.
- Carrier Evaluation: The Contractor shall submit its carrier evaluation plan as part of this proposal. It must evaluate the carrier's performance in terms of meeting required delivery dates, professionalism of personnel, ability to provide timely reports and information. An evaluation plan for the Contractor's move management staff is also required to be submitted for approval by the Government. If a CHAMP carrier and rate are used, the Contractor must furnish the relocating employee a GSA Form 3080, Household Goods Carrier Evaluation Report, and ensure the employee and ordering agency complete their respective portions of the form and return it to GSA as instructed in the CHAMP HTOS. GSA Form 3080 is available on the TMSS home page at <http://www.moveit.gsa.gov>. If a DoD carrier and rate are used, the Contractor must furnish the relocating employee the customer satisfaction survey in use by SDDC at that time.
- Service Performance and Prepayment Audit. The Contractor must conduct an independent service performance survey of transportation billings and have each billing certified by line item to determine whether billed services (including any services specifically requested by the employee) were or were not necessary, properly authorized, and actually performed. This survey is unrelated to an agency's audit of the actual billing charges. The Contractor shall furnish the certification along with the transportation billing to the prepayment auditor for audit of the actual transportation charges.
- (i) Prepayment Audit: The Contractor must conduct, or arrange to have conducted, a prepayment audit of each transportation billing for service performed under the schedule. Any auditor (other than a GSA Prepayment Audit Schedule contractor) who performs such an audit must be certified by the GSA Audit Division (FBA) to conduct such an audit. Prepayment audit certification (approval) will be considered by FBA only after the Contractor is selected by an agency under this Special Item Number (SIN). Independent of the *(iii) Management information reports* section of this SIN, the Contractor shall provide a quarterly report with the content and in the format agreed to by FBA. Upon receipt of a bill from a carrier, the Contractor must annotate or electronically impose the receipt date on the bill. The bill must also contain information identifying the shipment was moved under the purview of the schedules program, and must indicate whether the shipment was moved via a teaming approach with a CHAMP carrier or via a Contractor's commercial agreement to include the applicable tariff/rate authority. The bill must also include the Contractor's schedule contract number. The prepayment auditor will adjust billed charges as appropriate based on the service performance and prepayment audits before the bill is submitted, along with the service performance audit certification, to the ordering agency for payment. The auditor's initials must be shown on the bill of lading. When adjustments occur based on the service performance audit and/or prepayment audit of charges, the Contractor shall send to the carrier, within 7 days of receipt of the carrier's bill, a copy of the adjusted bill. The adjusted bill must be accompanied by a statement of differences form that clearly explains the reasons for the billing adjustment and cites the proper tariff, tender, publication, or schedule reference used in the audit. The statement of differences form also shall include the following: carrier's standard alpha code, bill of lading number, billed amount, charges computed by auditor and to be sent to the agency for payment, and the carrier's bill (invoice) number. The Contractor must receive from the carrier within 10 days of the date shown on the statement of differences any protest of the adjusted bill. The Contractor shall complete the protest reply within 30 days of receipt of the protest. If the ordering agency opts to have the contractor prepare a Government Bill of Lading, the Contractor shall comply with the terms and conditions

contained in 41 CFR 102-118. When an employee is moved by the Contractor teaming with a carrier under the CHAMP program, the transportation charges shall be invoiced by the CHAMP carrier directly to the agency. Payment of the charges will be directly from the agency to the CHAMP carrier. Under a commercial arrangement, the Contractor will act as billing agent and bill the agency for all charges related to the move and make payment to the carrier. The schedule IFF fee of .75% will be built into the MMS fee proposed. Under CHAMP the 2.5% and the 1.5% IFF is built into the carrier rate

- (ii) Performance Standard for Service Performance Audit and Prepayment Audit. The Government is required to comply with provisions of the Prompt Payment Act (31 U.S.C. 3901(a)(5)). The Contractor therefore must ensure that within 7 working days of receiving the carrier's bill, it has completed the service performance and prepayment audits and has the consolidated transportation/MMS billing, accompanied by the service performance audit certification, in the hands of the ordering agency for payment. The task order between the ordering agency and the Contractor shall stipulate that the transportation payment the agency forwards to the Contractor for remittance to the carrier, whether by check or electronic transfer, shall be dated in time for the agency to be deemed "in compliance" with provisions of the Prompt Payment Act. The Contractor shall not be liable for any late payment interest charge the agency may accrue on a transportation payment that does not meet the foregoing date requirement.
- (iii) Management information reports. Separate reports shall be provided for teaming arrangements under CHAMP and commercial arrangements. Provide the GSA Contracting Office with a quarterly report(s) that detail an agency's move management expenditures and claims for the given report period, and provide a cumulative total across all agencies serviced. All data reported must be broken down to reflect whether the services and claims apply to shipments under the Contractor's commercial arrangement, moved under a CHAMP teaming arrangement or SDDC carrier and rate. Please note, the Government operates on a fiscal year basis of October 1 through September 30 of each year. The report is due by the 15<sup>th</sup> calendar day after the end of each report period (i.e., due January 15, April 15, July 15, and October 15). The information shall be provided via Microsoft Excel and emailed to [onthego@gsa.gov](mailto:onthego@gsa.gov) and [transportation.programs@gsa.gov](mailto:transportation.programs@gsa.gov), subject: Quarterly Move Management, or at GSA's option, through an automated reporting tool provided by the GSA. Data fields to be reported to GSA are:

#### Move Management Report

Tariff utilized

Number of move management services by agency

Dollar value of move management services by agency

Number of shipments by agency, by carrier, showing line-haul and accessorial charges separately

Number of CONUS interstate shipments by agency, by carrier, showing line-haul and accessorial charges separately

Number of CONUS intrastate shipments by agency, by carrier, showing line-haul and accessorial charges separately

Number of OCONUS shipments by agency, by carrier, showing line-haul and accessorial charges separately

Number of UAB and POV

#### Claims Report

Number of claims by agency, by carrier

Dollar value of claims by agency, by carrier

Number of CONUS interstate claims by agency, by carrier

Number of CONUS intrastate claims by agency, by carrier

Number of OCONUS claims by agency, by carrier

Average number of days between date initial settlement offer received and date of final settlement

Average amount claimed and settled CONUS interstate

Average amount claimed and settled CONUS intrastate

Average amount claimed and settled OCONUS

Ordering agency reports: If requested by the ordering agency, the Contractor shall furnish the following reports in the manner specified by the agency with regard to format, content, and frequency. The ordering agency also may revise the report format. At a minimum, a monthly move analysis report is due to the ordering activity within 15 business days following the month services were performed and sent to agency as directed.

- **Monthly Move Analysis Report:** A summary of the total number of shipments handled for the specified period further broken down into the following incremental categories: number of shipments by agency activity, number of shipments by carrier, number of CONUS interstate shipments, number of CONUS intrastate shipments, and number of OCONUS shipments. For each category show total line-haul and accessorial charges separately.
- **Claims Summary:** A summary of the total number of loss/damage claims handled for the specified period further broken down into the following incremental categories: number of claims by agency activity, number of claims by carrier, number of CONUS interstate claims, number of CONUS intrastate claims, number of OCONUS claims, average number of days between date of claim filing and date initial settlement offer issued, average number of days between date initial settlement offer received and date of final settlement, average amount claimed and settled CONUS interstate, average amount claimed and settled CONUS intrastate, and average amount claimed and settled OCONUS.
- **Counseling Contact Summary Report:** A summary report of counseling contacts showing employee name, date of initial contact, and current status of the move including date for the pre-move survey, packing date, pickup date, and actual or proposed delivery date(s) into SIT and/or residence.
- **On-Time Services Summary Report:** A summary report listing employee name, scheduled pickup date, actual pickup date, scheduled delivery date(s) into SIT and/or residence, actual delivery date(s) into SIT and/or residence, scheduled date for delivery out of SIT, and actual date for delivery out of SIT. When the scheduled and actual dates are different, the Contractor must explain the difference.
- **Customer Satisfaction Survey Summary Report:** A summary of the numbers of employees surveyed and moved during the previous month and the satisfaction levels for contractor and carrier services.
- **Specially Requested Reports:** Special reports furnished to the ordering agency not more frequently than once a quarter when the Responsible Transportation Officer requests such reports.

**Additional Services:** The Contractor shall perform the following additional services when ordered by the agency:

- **On-Site Quality Control Service.** If the ordering agency requests, the Contractor shall arrange for quality control personnel to provide on-site inspection service at the origin/destination residence at pickup/delivery. Inspection services include, but are not limited to: verification of correct inventory coding, use of proper packing materials, appropriate article servicing, equipment and personnel suitability, and satisfactory performance of unpacking.
- The Contractor may offer other related commercial services customarily performed as part of move management and no-fee referral relocation services to the employee. Examples of such services are marketing assistance, home finding (rental and purchase) assistance, mortgage assistance, temporary living coordination and coordination of property management services.

**Quality Control:** For all services and SINs, the Contractor shall maintain a system of quality control and correction of inferior performance that provides:

- Prompt response to employee service requests, questions and concerns. In particular, the Government requires that the Contractor demonstrate a high level of concern for and understanding of, the relocating employee's personal concerns, time schedule and desire for personalized assistance (i.e., appraisal appeal/reevaluation process) and coordinate the various services selected for the employee.
- Prompt notification to the Government of problems, failure to meet required timeframes, other contract requirements and other concerns or suggestions that will enhance service and/or reduce cost

- When the ordering agency requests, the Contractor shall provide the agency a quality assurance plan to assist in assuring quality service and shall designate quality assurance personnel to execute the plan.

**Services Outside The Scope of Contract:** If the Contractor customarily provides other relocation services to the transferee not at the expense of the Government, the Contractor may advise the Government employee of these services and their cost. The Contractor must inform the employee that such services are outside the scope of this contract, that the employee is solely obligated for the expenses, that the Government in no way endorses their use and that the Government has not determined the prices charged to be fair and reasonable. The Government will not be billed for these services. All services are to be provided in accordance with *the Federal Travel Regulations (FTR)*, and are to follow *Employee Relocation Council (ERC) guidelines*.

#### **(6) Industrial Funding Fee:**

For SINS 653-1, 3 through 5, the amount of the IFF is identified in clause 552.238-76). Specific to SIN 653-7 under commercial arrangements, the IFF is assessed on all shipment costs as well as the MMS fee. In those instances when the CHAMP teaming arrangement is used, the CHAMP carriers will remit to GSA's Transportation Program Office 2.5% IFF for shipments that move between points wholly within the continental United States, and 1.5% for international shipments. CHAMP IFF remittance to GSA remains the responsibility of the CHAMP carrier. CHAMP transportation charges are not subject to the 0.75% Schedule IFF. MMS IFF remittance to GSA remains the responsibility of the schedule contractor.

## **END OF SINS 653-1, 3-5 AND 653-7 – EMPLOYEE RELOCATION SERVICES**

# **GROUND PASSENGER TRANSPORTATION**

## **SIN 411-1 - GROUND PASSENGER TRANSPORTATION SERVICES**

**B.5.1 SIN 411-1, Ground Passenger Transportation Services, NAICS Code 485999 and 485320, Open to All Sources:** Federal agencies spent more than \$10 billion in travel and transportation during fiscal year 2002. A small, but important part of this spending was in the ground passenger transportation services area. Travel and transportation spending throughout the Federal Government in 2003 and 2004 will match that spent in 2002.

The need for passenger transportation by federal employees continues to be an area of large expense. Every agency is presently purchasing their ground transportation services travel via individual procurement processes. Within the last 5 years, the number of shuttles in Washington, DC has increased significantly from 109 vehicles to 139 vehicles. The total acquisition cost of shuttle service has almost tripled from \$6.5 million a year to over \$16 million a year according to testimony to the House of Representative, Subcommittee on Oversight, Investigations and Emergency Management, Committee on Transportation and Infrastructure, on September 13, 2000. The General Services Administration (GSA) has the opportunity to offer ground passenger transportation service through its GSA schedules program and leverage the Government's purchasing power by soliciting for ground transportation services using van, motor coach (bus), or limousine for both scheduled and unscheduled routes. The Contractor shall provide professional ground transportation services to assist the Government in meeting its driver/shuttle needs. Services include, but are not limited to, the following:

Single Passenger Transport  
Driver Services  
VIP Transport  
Bus Services  
Package Support

Multiple Passenger Transport  
Airport Transport  
Shuttle Services  
Passenger Assistance  
Reporting

Services include passenger shuttle transportation between and among buildings, within or between cities. All services necessary to provide passenger shuttle services are required.

Typical tasks may include, but are not limited to:

- Provide and operate passenger and small package shuttle services between multiple locations
- Driver services for agency/organization heads



- Operate agency-provided vehicle transportation
- Provide management reports

**(1) Definitions:**

**Bus Carriers:** Carriers operating motor vehicles authorized by the Federal Highway Administration or State regulatory bodies to transport 16 or more passengers including the driver, passengers and their baggage for compensation.

**Commercial Motor Vehicle (CMV):** A vehicle employed in interstate commerce that is “designed or used to transport more than 8 passengers (including the driver) for compensation”.

**Federal Motor Carrier Safety Regulation (FMCSR):** Part 49, Code of Federal Regulations under web site: <http://www.fmcsa.dotgov/rulesregs/fmcsrguide.htm> in compliance with the Regularly Compliance (40, 325, 382-399).

**FIPS:** Federal Information Processing Standards. Publication 95-1 lists the 4-digit codes for each Federal agency. This publication is available at <http://www.itl.nist.gov/fipspubs/fip95-1.htm>.

**Fiscal Year:** October 1 through September 30

**Limo/Van Carriers:** Commercial carriers operating motor vehicles authorized by State or Federal authorities to transport no more than 16 passengers including the driver and passengers’ baggage.

**Limousine:** Means a stretch limousine or any of the four-door, full-size luxury vehicles having a standard seating capacity for Limo/Van Carriers or Non-Commercial Motor Vehicle (non-CMV) operators or carriers operating motor vehicles authorized by State or Federal authorities to transport no more than 15 passengers, the driver and the passengers’ baggage.

**Motor Coach:** A vehicle designed for long distance transportation of passengers, characterized by integral construction with an elevated passenger deck located over a baggage compartment. It’s at least 35 feet in length and carries more than 30 passengers.

**Shuttle:** A motor vehicle with a seating capacity of 7 or more passengers engaged in the business of carrying passengers for hire, or offering to carry passengers for hire, except motor vehicle used as taxicabs, ambulances, sightseeing tour vehicles, and except limousines rented with drivers by contract.

**Van:** A motor vehicles used to transport passengers.

**Vehicle:** A motor vehicle as defined in the Motor Vehicle Act.

**Vehicle Condition Report:** A bus standard or service/safety inspection conducted by the contractor prior to dispatch from the company offices.

**(2) Scope & Complexity:**

The Contractor shall:

- Provide a full range of services necessary to satisfy ordering agencies’ ground transportation requirements. The Government is seeking services that industry normally accords to commercial customers.
- Be capable of providing services for ordering agencies with multiple organizational levels and geographic locations nationwide and/or worldwide as specified in the Scope of the Contract clause.
- Be capable of handling multiple task orders simultaneously.

Contractors may offer this SIN for performance regionally, domestically or worldwide. Contractors offering on a regional basis must specify the area in which services are being offered for consideration.

Geographic Service Location(s): \_\_\_\_\_

**(3) Pricing:** GSA seeks pricing based on commercial practices. Prices should be discounts off the offeror's commercial rates that may or may not include labor rates for driver services, origin & destination services, equipment, transportation services and storage. Discounts should also be offered for any commercial/government tariff discounts, materials, insurance and any accessorial (other direct costs). Prices meet the stated Service Contract Act and resultant wage determination requirements.

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## **SIN 411-1 – GROUND PASSENGER TRANSPORTATION SERVICES**

**SIN 411-1, Ground Passenger Transportation Services:** Ground Transportation Services utilizing Van, Motor Coach (Bus), or Limousine for both scheduled and unscheduled routes. Services are available for single or multiple passenger shuttle transportation between and among buildings; driver services; airport transport; and VIP transport; etc. within or between cities. All services necessary to provide passenger shuttle services.

The prices below are inclusive of the [INDUSTRIAL FUNDING FEE](#)

Description	Unit of Issue	Commercial Rate	Price Offered to Government

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#### **(4) General Requirements:**

The Contractor shall

- Provide commercial ground transportation services using van, motor coach (bus), or limousine for both scheduled and unscheduled routes. Services can be used for single or multiple passenger shuttle transportation between and among buildings; driver services; airport transport; VIP transport, etc. within or between cities.
- Furnish all vehicles, insurance, fuel, driver, supervision, maintenance, equipment, and operating supplies/services, and perform all services necessary to provide passenger ground transportation services for ordering agencies.
- Provide driver-only services to operate Government-owned vehicles as specified by the ordering agency. In such cases the Government will provide the vehicle, fuel and maintenance.
- Ensure that its firm and staff maintain any generally required professional certification, accreditation, license, bond, and proficiency relative to their area of expertise. The Contractor shall retain documentation of such records. The Government will not pay for expenses to meet this requirement.
- Service level agreements may be proposed at the task order level to the extent the terms of such agreements do not conflict with the terms and conditions of this Schedule (see paragraph s, Order of Precedence, of Clause 52.212-4) and can be used in conjunction with the paragraph C.43, I-FSS-60, PERFORMANCE INCENTIVES. Service level agreements may also be negotiated with ordering agencies. An informational copy of service level agreements shall be provided to the GSA Contracting Officer at [onthego@gsa.gov](mailto:onthego@gsa.gov) within 5 business days of execution.
- Provide Government agencies with standard commercial and custom reports as requested. This includes, but is not limited to, the number of passengers and packages transported by day and time; passenger lists; mileage; etc.. The Contractor shall identify commercial reports that are available to enhance an agency's ability to manage its ground transportation program.
- Provide the GSA Contracting Office with a quarterly report that detail an agency's ground transportation expenditures for the given report period, and provide a cumulative total across all agencies serviced, by type of service ordered. Please note, the Government operates on a fiscal year basis of October 1 through September 30 of each year. The report is due by the 15<sup>th</sup> calendar day after the end of each report period (i.e., due January 15, April 15, July 15, and October 15). The information shall be provided in an electronic commercial format readable in Microsoft Excel 2002, SP-2 and emailed to [onthego@gsa.gov](mailto:onthego@gsa.gov), subject: Quarterly Ground Transportation Report, By Agency, or at GSA's option, through an automated reporting tool provided by the GSA. Data fields to be reported are:

Agency Department Name (e.g., General Services Administration)

Number of Transactions (by type of service ordered)

Dollar Value of Transactions (by type of service ordered)

Total Number of Passengers (by type of service ordered)

#### **(5) Specific Requirements:**

- a) Operating Authority and Compliance:** The Contractor shall have and maintain current charter or common carrier operating authority as required by the appropriate regulatory agencies. The Contractor shall comply with all stipulations and representations required by any Federal, State, Municipal or local laws or executive orders, or any applicable rules, orders, regulations, or requirements of any commercial carriers. The Contractor shall:
  - Ensure all drivers and equipment are in compliance with the Department of Transportation Federal Motor Carrier Safety Regulations.
  - Ensure all vehicles have the United States Department of Transportation (USDOT) Numbers for all vehicles involved in interstate commerce, whether they are private carriers or for hire carrier.
  - Ensure that limousine services are in compliance with 49 C.F.R. Parts 390-399 of Federal Motor Carrier Safety Regulations (FMCSR).

- Ensure that shuttle buses are in compliance with 49 CFR Part 38 – Americans and Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- Ensure vehicles are accessible for standard or motorized wheelchairs or motor scooters, which includes appropriate locking devices when required by ordering agency.
- For task Order purposes, DOD may require the Contractors to be on DOD's Approved Carrier List for the term of the order

**b) Vehicle and Passenger Safety:** The Contractor shall

- The Contractor is obligated to comply with the generally accepted standards for vehicle operation and maintenance practices. As a minimum, the contractor shall comply with all provision, applicable statutes and agreements which may affect safety, and with all Department of Transportation and State regulations, directives, orders, rules and standards. Compliance with published standards may not, standing alone, constitute compliance with generally accepted standards of operation, training or maintenance.
- Ensure all operating equipment is properly maintained. Contractor must have in place a company program ensuring the systematic inspection and maintenance of all vehicles in the carrier's control. All parts and accessories must be in safe and reliable operating conditions at all times. This includes vehicles' brake system, hazard and warning signals, head lamps or lights, parking brake system, reflective material strip and tail lamps, turn signals and other accessories that may affect the safe operation of the vehicles.
- Provide a copy of vehicle maintenance records upon request of the agency.
- In the event of an accident or failure of a vehicle, the contractor's driver shall do his/her utmost to ensure the safety of all passengers. The contractor shall immediately dispatch vehicle(s) to the scene to transport stranded passengers while simultaneously notifying the customer agency of the incident and any/all actions taken. The Contractor shall be required to repair or replace the inoperative vehicle within one (1) hour, beginning from the time the vehicle is first determined to be inoperative. The services shall not be considered restored until the contractor officially notifies the customer agency. If the Contractor fails to repair or replace the inoperative vehicle with a similar vehicle as outlined, the agency, at its option, may elect to secure a replacement vehicle from other sources, regardless of the reasons that caused the downtime. The contractor shall be assessed for any cost incurred by the customer agency in securing replacement services.
- The Contractor shall comply with the Department of Transportation (DOT) safety inspections ensuring that each vehicle used in the performance of this contract be inspected in accordance with the inspection requirements of the state/local governmental regions in which the vehicle is garaged and ensure that all vehicle (s) used to transport government employees meet the local and state inspection safety requirements. A current certificate of inspection must be available for review by the ordering agency.
- Prior to departure from the origin point, each driver, may be requested to present to the federal agency a Vehicle Condition Report, indicating a bus standard or service/safety inspection was conducted by the carrier prior to dispatch from the company offices.
- The Contractor shall keep records and logs of mileage, maintenance, accidents and repairs, and so forth, for all vehicles used under this contract for verification purposes. The Contractor shall keep vehicle inspection records in the location where the vehicles are maintained or garaged, for at least 1 year.
- The Contractor shall also maintain employee-training records, documenting training required by the Contractor and equipment operator training and safety training. The records shall be made available to the customer agencies upon request.

**c) Insurance:** The Contractor shall

- Possess and maintain adequate liability insurance in accordance with state or local regulations to cover both drivers and vehicles being operated by the drivers at his/her own expense.

- Furnish copies of current insurance coverage for each passenger vehicle required by the applicable regulatory authorities.
- Ensure that all vehicle (s) used to transport government employees meet the local and state insurance requirements.
- Possess and maintain insurance coverage for Interstate/Intrastate carriers in the amount required by the Federal Highway Administration (FHA)/state regulatory body, respectively. Contractors operating both intrastate and interstate are required to comply with FHA insurance requirements.
- Possess and maintain general liability insurance of at least \$1,500,000 for any vehicles with a seating capacity of 15 or less (including the driver) and \$5,000,000 if vehicle has a seating capacity of 16 or more passengers.
- Possess and maintain evidence of Worker's Compensation Insurance or a written explanation as to why the Contractor is exempt from the requirement.
- Provide proof of insurance upon request. Proof of commercial insurance is not required for those carriers self insured under FHA/DOT criterion.

**d) Indemnification:** The Contractor shall

- Agree to indemnify and save harmless agency from and against any claims brought against agency and liabilities incurred by agency arising from driver's relationship with driver's employees, whether under industrial accident laws, worker's compensation laws, or any other federal, state, or municipal laws, rules, regulations, and orders applicable to the relationship between employers and employees. ([See Clause 52.228-10](#)), Vehicular and General Public Liability Insurance (April 1984).
- The Government will not be responsible for violations incurred by the operator or citation issued for deficiencies of the vehicle. Contractor shall agree to indemnify and save harmless the government agency from and against any claims brought against the Agency and liabilities incurred by the Agency arising from Driver's relationship with Driver's employees

**e) Driver:** The Contractor shall

- All drivers must meet and be in compliance with all state licensing requirements as outlined by the Federal Motor Carrier Safety Regulations (FMCSRs). The Contractor, as an independent contractor, and not as an agent of the Government, shall at his/her own expense, obtain and maintain the necessary permits, franchises, licenses, or other authorizations and certifications required of commercial carriers to lawfully perform the services required under this contract.
- Contractor shall ensure all drivers assigned to work under this contract are trained, fully qualified, have no criminal or police record, have a safe driving record, have a good command of the English language (both verbal and written). Vehicles shall be operated by drivers who meet all state and local licensing and insurance requirements. Contractor shall ensure all drivers obey all traffic rules and regulations, including posted speed limits, traffic signals and director/parking signs in compliance with applicable state and local laws.
- Ensure drivers are routinely tested for drug and alcohol violations. The Contractor driver's annual summary of drug and alcohol testing records will be provided upon request as part of the inspection in accordance with 49 Code of Federal Regulations Parts 382 and 391. Such services will be at the company's own expense.
- Drivers shall assist passengers with any luggage, including loading the luggage into the vehicle upon pick-up, and retrieving the luggage from the vehicle upon drop-off.
- Drivers, if necessary, shall offer assistance to all passengers into and out of a vehicle that has a high entrance step. This may include placement of a stepping stool below the entrance to make entering and exiting the vehicle easier for passengers.

- Drivers may be required to make circuitous routes in order to pick-up or drop-off passengers at different locations. In such situations, in order to save time and avoid backtracking, drivers shall attempt to get to the next location that is closest first, and so on.

**f) Hours of Operation and Geographic Coverage:**

- The Contractor shall provide ground transportation service on a daily basis (Monday through Friday), except on Federal holidays and other non-work days or official closings observed by the Federal Government. As a value-added service, Contractors may provide off-hour shuttle service support.
- The Contractor shall provide shuttle services for ordering agencies with multiple organizational levels and geographic locations nationwide and/or worldwide as specified in the Scope of the Contract ([See Clause I-FSS-103](#)). The contractor shall be capable of handling multiple task orders simultaneously.

**g) Government-Furnished Property:** The ordering agency may provide the vehicle, maintenance and fuel, etc. when driver only services are required.

**h) Security:** The Contractor shall comply with the security procedures in effect at the Federal Government facility and/or customer agency installations.

## END OF SIN 411-1 - GROUND PASSENGER TRANSPORTATION SERVICES

## LOCAL COURIER SERVICES

### SIN 451-3 - LOCAL COURIER DELIVERY SERVICES

**B.5.5 SIN 451-3, Local Courier Delivery Services, NAICS Code 492210, TOTAL SET ASIDE FOR SMALL BUSINESS:** Federal agencies spent more than \$120,000,000 for local courier services during fiscal year 2003. A recent addition to the General Services Administration (GSA) Schedules program, the Government's purchasing power is leveraged by soliciting for local courier services to assist the Government in meetings its courier needs. The Government is soliciting for commercial local courier delivery services for same day delivery of extremely urgent letters, small packages, and heavyweight shipments, including any accessorial services, within a Metropolitan City Area. Services include, but are not limited to, the following:

Document and Package Delivery  
Accessorials  
Routed Service  
Reporting

Special Handling Delivery  
Rush Delivery  
Value-Added Services

All services necessary to provide local courier services are required.

Typical tasks may include, but are not limited to:

- Package pick up
- Package delivery
- Package tracking
- Special handling
- Management reports

**(1) Definitions:**

**Accessorial Services:** Other services in addition to the basic cost to transport the shipment.

**Adjacent Loading Area:** A pickup or delivery location that is directly accessible from the curb and is no more than 50 feet inside the outermost door.

**Bicycle Messenger:** A person that is contractor employee or an Independent Contractor employee using a bicycle as a means of transportation to transport shipments within a Metropolitan City Area for Local Courier Same Day delivery services.

**Business Days:** Monday through Friday, except Federal holidays for CONUS (see definition below), Alaska and Hawaii. For the Commonwealth of Puerto Rico business days are Monday through Friday, except Federal holidays and Commonwealth of Puerto Rico holidays (see definition of Commonwealth of Puerto Rico holidays below).

**Commercial Forms and Procedures (CF&P):** A reference to a Manifest or Shipping Document, invoices and rules used by industry, as opposed to government forms, such as the Government Bill of Lading (GBL).

**Commercial Service Guide:** A publication issued by a carrier applicable to the general public that describes the Contractor's commercial practices such as levels and conditions of service, pickup and delivery commitments, liability provisions, etc.

**Commercially:** Services offered to the general public by the Contractor as part of its standard commercial practice.

**Commonwealth of Puerto Rico Holidays:** These holidays apply to shipments to and from the Commonwealth of Puerto Rico.

Three Kings Day: (January 6)  
Good Friday: (changes each year)  
Puerto Rico's Constitution Day: (July 25)

**Consignee:** The person or organization receiving the shipment.

**Consignor:** The person or organization originating the shipment

**Courier:** A person that is contractor employee or an Independent Contractor employee employed by a Local Courier Service Company to deliver shipments within a Metropolitan City Area. Same as Messenger or Driver.

**CONUS:** All ZIP Codes within the contiguous United States (excluding Alaska and Hawaii), including the District of Columbia (DC).

**Customer Manifest:** Document provided by the customer listing essential information pertaining to the shipment. Used primarily by Local Courier Services.

**Delivery Order:** An order issued by an agency to the Contractor in accordance with the terms of the contract requesting delivery service.

**Delivery Receipt:** A listing of all packages being delivered by the Contractor's tracking number or any other tracking identification number used to track packages that the Contractor offers commercially.

**Desk to Desk:** Pickup of a shipment from the desk/work station of the consignor or designated work area and delivery of the shipment to the desk/work station of the consignee or designated work area.



**Desktop Delivery:** Delivery of a shipment to the desk/work station of the consignee or designated work area.

**Desktop Pickup:** Pickup of a shipment from the desk/work station of the consignor or designated work area.

**Dimensional Weight (DIM Weight):** When the charges for a shipment are computed on the basis of volume rather than weight it is referred to as a dimensional or DIM weight shipment. Dimensional weight is calculated by multiplying the length x width x height of each piece in the shipment in inches and dividing by 194 [i.e., (L x W x H) 194].

**Door to Door:** Pickup of a Local Courier small package shipment from the consignor and delivery to the consignee.

**Driver:** A person that is contractor employee or an Independent Contractor employee employed by a Local Courier Service Company to deliver shipments within a Metropolitan City Area. Same as Courier or Messenger.

**Early AM Service:** Local Courier Same Day delivery service with morning A.M delivery. Delivery can be Rush Service delivery or Standard Service delivery within the Metropolitan City Area.

**Envelope:** A container used by the Contractor to ship documents weighing up to 8 ounces.

**Express Same Day Delivery:** Express small package or heavyweight delivery Local Courier service with delivery the same day of pick-up.

**Express Heavyweight Shipments:** Single and multi package shipments weighing over 150 pounds with Same Day delivery requirements. For Express delivery of heavyweight shipments, the total weight of a multiple package shipment must exceed 150 pounds, and individual packages within the shipment may or may not exceed 150 pounds.

**Express Small Package Shipments:** Extremely urgent letter and small package shipments with Same Day delivery requirements. For Express delivery of small packages, the total weight of a multiple package shipment may exceed 150 pounds, as long as no single package weighs over 150 pounds.

**Extra Weight:** A service provided by a Local Courier company where the driver or messenger shall pickup heavier shipments.

**Extremely Urgent Letters:** A letter is defined by the U.S. Postal Service regulations as a message recorded in or on a tangible object and directed to a specific person or address (39 CFR 310.1 (a) (1) – (7)). A letter will be considered to be “extremely urgent”, without regard to the nature of its contents, and may be transported for others by means other than the U.S. Postal Service if either (1) or (2) are met: (1) the amount charged by a private carrier for delivery is at least \$3.00 or twice the applicable First Class postal rate, whichever is greater, or (2) the letter’s value or usefulness will be lost or greatly diminished if the letter is not delivered within a specified delivery time depending upon the distance traveled (39 CFR 320.6 (a) – (f)).

**Federal Holidays:**

New Year’s Day  
King’s Birthday  
Washington’s Birthday  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

The Contractor shall be required to include as a holiday any day designated as a holiday by Federal Statute or Executive Order.

**FIPS:** Federal Information Processing Standards. Publication 95-1 lists the 4-digit codes for each Federal agency. This publication is available at <http://www.itl.nist.gov/fipspubs/fip95-1.htm>.

**Fiscal Year:** October 1 through September 30

**Foot Delivery:** Delivery by a person that is contractor employee or an Independent Contractor employee on foot that transports shipments within a Metropolitan City Area for Local Courier Delivery Services. Same as Foot Messenger.

**Foot Messenger:** Delivery by a person that is contractor employee or an Independent Contractor employee on foot that transports shipments within a Metropolitan City Area for Local Courier Delivery Services. Same as Foot Delivery.

**General Liability Insurance:** Insurance that provides overall protection for a Local Courier company against lawsuits and claims. This type of insurance generally does not cover automobiles, aviation, or employer's liability.

**Girth:** The circumference of a package measured at the widest point of the package.

**Government Cost-Reimbursable Contractor:** A Contractor who has been awarded a cost-reimbursement type contract by the Government that provides for payment of allowable incurred costs (to the extent prescribed in the contract) by the agency that awarded the contract.

**Hired and Non-Owned Insurance:** Insurance that provides a Local Courier company protection in the event that an employee or independent contractor performing services for the company is involved in a property damage or injury accident in or with a vehicle that is not owned by the Local Courier company.

**Hundredweight Pricing:** The total weight of a multiple package Express small package shipment multiplied by the applicable hundredweight shipment per pound rate. The hundredweight minimum pricing may vary by the delivery service requested and is normally applicable from weights 100 pounds or 200 pounds and above.

**Hundredweight/Rates Per-Pound:** This applies to a single or multiple piece shipment pricing at a price per pound for a weight grouping (e.g. 100 – 499 pounds, 500 – 999 pounds), rather than a price for an individual pound. The actual shipment weight is multiplied by the price for the shipment grouping shown on a Contractor's rate chart that the weight falls into. (e.g. A shipment weighs 250 pounds with a Hundredweight 100 - 499 pounds grouping price of \$1.75. The price would be calculated by: 250 pounds shipment weight x \$1.75 price = \$437.50 the price of the shipment.)

**Hundredweight (CWT):** This applies to shipment pricing at a price per each hundred pounds (CWT) of shipment weight. The actual shipment weight is divided by 100 to determine the number of Hundredweight units of the shipment. The number of Hundredweight units of the shipment is multiplied by the shipment rate per Hundredweight unit shown on a Contractor's rate chart for the weight grouping that the weight falls into. (e.g. A shipment weighs 350 pounds with a Hundredweight 200 - 499 pounds grouping price of \$30.75. The price would be calculated by: 350 pounds shipment weight divided by 100 = 3.5 x \$30.75 price = \$107.63 the price of the shipment.)

**Implementation Period:** The period of time between the contract award date and the date the Contractor starts providing service.

**Independent Contractor Courier:** An individual courier or driver who has signed a bona fide Independent Contractor agreement with one or more Local Courier Contractors. Owns or leases and operates his/her own equipment, and bears the responsibility for all expenses, including, but not limited to, vehicle, licenses, insurance, and communications. Independent Contractors have the right to work for multiple clients, negotiate his/her own rate structure, and receive payment based on invoices he/she generates; and receives an IRS Form 1099 reporting payments from clients.

**Inside Delivery (Express Heavyweight Shipments):** Delivery of Express heavyweight shipments to the receiving/loading dock, the main entrance location, or adjacent loading area within the building, when specifically requested and indicated on the Manifest, Shipping Document, or electronic CF&P by the government agency.

**Inside Pickup (Express Heavyweight Shipments):** Pickup of Express heavyweight shipments from the receiving/loading dock, the main entrance location, or adjacent loading area within the building, when specifically requested and indicated on the Manifest, Shipping Document, or electronic CF&P by the government agency.

**Intra-City:** A 60-mile radius of the Metropolitan City Area for Local Courier Delivery Service. Delivery shall be made to another city area if it is within the 60-mile radius of the 20 Metropolitan City Areas in Section in Section CC.7.2.1 Geographic Coverage.

**Length:** The longest side of a package.

**Length And Girth Combined:** The measurement of a package obtained by adding the length of the package to the girth of the package.

**Letter:** A container used by the Contractor to ship documents weighing up to 8 ounces.

**Loading Time or Waiting Time:** A service provided by a Local Courier service company where the driver or messenger shall wait for the shipment at the pickup (origin) location or wait to deliver the shipment at the delivery (destination) location. Charges are assessed based upon the time waited and there may be a grace period before which charges would start to accrue.

**Local Courier:** A person that is contractor employee or an Independent Contractor employee employed by a Local Courier Service Company to deliver shipments within a Metropolitan City Area. Same as Courier, Messenger, or Driver.

**Local Courier Delivery Service:** Same Day delivery of extremely urgent letters, small packages, or heavyweight shipments within a Metropolitan City Area. Pickup and delivery can be made by foot messenger, bicycle, small cars, pickups, vans, small truck, or large truck. Contractor Couriers can be employees, Independent Contractors, third party independent contractors, or agent vendors. Delivery is Intra-City only with the delivery area, at a minimum, within a 60-mile radius of the Metropolitan City Area. Delivery services commonly offered are Rush Service, Early AM Service, Scheduled or Routed Service, and Standard Service. Throughout this Statement of Work Local Courier Delivery Service will be referred to as "Local Courier".

**Local Courier Heavyweight Shipments:** Single and multi package shipments weighing over 150 pounds with Local Courier Same Day delivery requirements. For delivery of heavyweight shipments, the total weight of a multiple package shipment must exceed 150 pounds, and individual packages within the shipment may or may not exceed 150 pounds. Shipments can be priced based upon Dimensional Weight; see definition for Dimensional Weight.

**Local Courier Small Package Shipments:** Single and multi package shipments consisting of Letter/Envelope, Pack, Pak, Pouch, and small packages weighing from one pound up to 150 pounds. Shipments can be priced based upon Dimensional Weight; see definition for Dimensional Weight.

**Loss, Damage, or Theft Insurance:** Insurance coverage that a Local Courier company carries for loss, damage, or theft for each individual Contractor messenger or courier employee performing pickup and delivery, transportation, and package handling under this contract.

**Manifest:** Listing of packages shipped.

**Messenger:** A person that is contractor employee or an Independent Contractor employee employed by a Local Courier Service Company to deliver shipments within a Metropolitan City Area. Same as Courier, Local Courier, or Driver.

**Metropolitan City Area:** A Metropolitan City Area located in CONUS, Alaska, Hawaii, and Puerto Rico, for Local Courier Delivery Service is a core area containing a substantial population nucleus, together with adjacent communities, having a high degree of economic and social integration with that core. Delivery is Intra-City only with the delivery area, at a minimum, within a 60-mile radius of the Metropolitan City Area being served. A complete listing of Metropolitan City Areas is shown in Attachment 1 (City Areas ranked numerically by Population) and Attachment 2 (City Areas ranked alphabetically). A complete listing of Metropolitan City Areas is shown in the Office of Personnel Management, Federal Employment Statistics, Biennial Report of Employment by Geographic Area at <http://www.opm.gov/feddata/geograph/geograph.asp>.

The listing of Metropolitan City Areas, ranked in descending order of the number of Federal Civilian Employees in each City Area, and ranked by cities listed alphabetically, was taken from the 2002 Publication of Employment by Geographic Area, Table 2 – Federal Civilian Employment by Metropolitan Statistical Area and Pay System, December 31, 2002, published by the United States Office of Personnel Management (OPM), 1900 E Street, N.W., Washington, DC 20414-1000.

**Non-Owned and Hired Insurance:** Insurance that provides a Local Courier company protection in the event that an employee or independent contractor performing services for the company is involved in a property damage or injury accident in or with a vehicle that is not owned by the local courier company.

**Pack/Pak/Pouch:** A container used by the Contractor for smaller flat, unbreakable items, such as large reports, promotional material, legal or bulky documents. Charges are based upon the weight of the container.

**Point of Contact (POC):** A person designated by the customer agency to handle contract administration at the task/delivery order level.

**Private Residence:** A home or a place of dwelling that includes those businesses operated out of a home. For Local Courier delivery to private residences the maximum single package weight to be delivered shall be 70 pounds, or the maximum single package weight offered commercially. Packages delivered to private residences shall be left in a safe area protected from weather or delivered to an alternate address (e.g. with a neighbor), if that is authorized.

**Roundtrip:** A service provided by a Local Courier company where the driver or messenger picks up the shipment at the pickup (origin) location and delivers to the delivery (destination) location, or multiple locations, and then returns to the origin location. In some cases proof of delivery is provided.

**Routed Service:** Local Courier Same Day delivery service with scheduled route pick-up and delivery. A route would be a specific territory, round, or number of stops that are regularly visited by a person in performance of their work or duty. Same as Scheduled Service. Delivery can be Rush Service delivery or Standard Service delivery within the Metropolitan City Area.

**Rush Service:** Local Courier Same Day delivery service with immediate delivery. Rush Service Same Day delivery within the downtown Metropolitan City Area would typically be within 30 minutes and Rush Service Same Day delivery to the suburbs of the Metropolitan City Area would typically be within one hour.

**Scheduled Service:** Local Courier Same Day delivery service with scheduled pickup and delivery. A scheduled pickup or delivery would be a specific territory, round, or number of stops that are regularly visited by a person in performance of their work or duty. Same as Routed Service. Delivery can be Rush Service delivery or Standard Service delivery within the Metropolitan City Area.

**Shipment:** A single piece or multiple pieces, tendered to a Contractor by one consignor at one place at one time, for delivery to one consignee at one place on one bill of lading or commercial form.

**Shipper:** The originator of a shipment, also known as the consignor.

**Skid:** A platform used to elevate and transport single or multiple packages.

**Small Package:** For Local Courier delivery services, Letter/Envelope, Pack, Pak, Pouch, and small packages weighing from one pound up to 150 pounds. Shipments can be priced based upon Dimensional Weight; see definition for Dimensional Weight.

**Standard Service:** Local Courier Same Day delivery service with delivery within hours. Delivery within the Metropolitan City Area would typically be from one hour to three hours depending upon the distance traveled by the local courier or messenger.

**Task Order:** An order issued by an agency to the Contractor in accordance with the terms of the contract requesting delivery service that includes a Statement of Work.

**Transportation Control Number (TCN):** A 17-digit alpha-numeric designator used by the DoD that is applied to each package or shipment to identify a shipment.

**Value Added Services:** Services offered to the Government, by the Contractor, that are generally not offered commercially. These services may be offered by the Contractor in addition to the basic commercial services. These contract services are not a contract requirement and are offered at the option of the Contractor.

**Value Added Network (VAN):** A telecommunications network used as an interface between an agency and the Contractor which electronically exchanges information through Electronic Data Interchange (EDI) network services and network-related services.

**Weight Break:** A list of weights or weight ranges which are used to calculate the cost to transport a shipment at that weight or weight range.

**Waiting Time or Loading Time:** A service provided by a Local Courier Service company where the driver or messenger shall wait for the shipment at the pickup (origin) location or wait to deliver the shipment at the delivery (destination) location. Charges are assessed based upon the time waited and there may be a grace period before which charges would start to accrue.

**Year-To-Date Data:** A cumulative summary of data compiled for the period starting at the beginning of the fiscal or calendar year which adds each month's data to the running total to arrive at year-to-date totals.

**(2) Scope & Complexity:**

The Contractor shall:

Provide a full range of services necessary to satisfy ordering agencies' local courier requirements. The Government is seeking services that industry normally accords to commercial customers. Be capable of providing services for ordering agencies with multiple organizational levels and geographic locations nationwide and/or worldwide as specified in the Scope of the Contract clause.

Be capable of handling multiple task orders simultaneously.

Contractors may offer this SIN within a 60-mile radius of any Metropolitan City Area located in CONUS, Alaska, Hawaii, and Puerto Rico, or the number of miles radius offered commercially, whichever is greater. The top 26 Metropolitan City Areas, ranked in descending order by the number of Federal Civilian Employees in each City Area, are listed below. The Government considers it important to have contact coverage in these Metropolitan City Areas, as these cities have the highest concentration of Federal Employees. Contractors are not limited to only offering service within these 26 cities, but may offer service to any Metropolitan City Area. A complete listing of the Metropolitan City Areas, and their corresponding number of Federal Employees, can be found at <http://www.opm.gov/feddata/geograph/geograph.asp>.

1. Washington, DC-VA-MD
2. New York, NY
3. Chicago, IL
4. Los Angeles/Long Beach, CA
5. Philadelphia, PA
6. Atlanta, GA
7. Baltimore, MD
8. Norfolk/Virginia Beach/Newport News, VA
9. San Diego, CA
10. Boston, MA
11. Denver, CO
12. Detroit, MI
13. Dallas, TX
14. Salt Lake City/Ogden, UT
15. Oklahoma City, OK
16. Houston, TX
17. Kansas City, MO-KS
18. Seattle-Bellevue-Everett, WA
19. San Antonio, TX
20. St. Louis, MO-IL
21. Honolulu, HI
22. San Francisco, CA
23. Minneapolis—St. Paul, MN-WI
24. Phoenix--Mesa, AZ
25. Pittsburgh, PA
26. Miami, FL

- (3) **Pricing:** GSA seeks pricing based on commercial practices. Prices should be discounts off the offeror's commercial rates that are all inclusive. Discounts should also be offered for any commercial/government tariff discounts, materials, insurance and any accessorial (other direct costs). Prices meet the stated Service Contract Act and resultant wage determination requirements. Contractors may bid on one or more City Metropolitan Areas. If more than one Metropolitan City Area is offered, pricing shall be submitted for each area.

**SIN 451-3, Local Courier Services, TOTAL SET ASIDE FOR SMALL BUSINESS**

The prices below are inclusive of the [INDUSTRIAL FUNDING FEE](#)

[Insert - Company Name]				
City Metropolitan Area Served: _____ [Insert - City and State] _____				
_____				
_____				
<b>BASIC SERVICE</b> (Rates are in US dollars)				
<b>SERVICE</b>	<b>TOTAL PICKUP &amp; DELIVERY TIME FRAME</b>	<b>COMMERCIAL RATE</b>	<b>% OFF COMMERCIAL RATE</b>	<b>PRICE OFFERED TO THE GOVERNMENT</b>
<b>RUSH METROPOLITAN DRIVER SERVICE - CAR</b> (Basic)				
<b>RUSH METROPOLITAN DRIVER SERVICE - VAN</b> (Basic)				
<b>OTHER SERVICES</b>				
<b>EARLY A.M. SERVICE</b> (other)				
<b>STANDARD SERVICE</b> (other)				
<b>SCHEDULED SERVICE</b> (other)				
<b>ROUTED SERVICE</b> (other)				
<b>ASSEMBLY SERVICES</b> (other)				
<b>PACKING AND CRATING SERVICES (other)</b>				
<b>SERVICE</b>	<b>TOTAL PICKUP &amp; DELIVERY TIME FRAME</b>	<b>COMMERCIAL RATE</b>	<b>% OFF COMMERCIAL RATE</b>	<b>PRICE OFFERED TO THE GOVERNMENT</b>
<b>ACCESSORIAL SERVICES</b>				
<b>WEIGHT CHARGES</b> (accessorial)				
<b>WAITING TIME</b> (accessorial)				
<b>OTHER (identify)</b>				

#### **(4) General Requirements:**

The Contractor shall

Provide commercial local courier services using normal commercial means of transportation.

Furnish all vehicles, insurance, fuel, driver, supervision, maintenance, equipment, and operating supplies/services, and perform all services necessary to provide local courier services for ordering agencies.

Ensure that its firm and staff maintain any generally required professional certification, accreditation, license, bond, and proficiency relative to their area of expertise. The Contractor shall retain documentation of such records. The Government will not pay for expenses to meet this requirement.

Service level agreements may be proposed at the task order level to the extent the terms of such agreements do not conflict with the terms and conditions of this Schedule (see paragraph s, Order of Precedence, of Clause 52.212-4) and can be used in conjunction with the paragraph C.43, I-FSS-60, PERFORMANCE INCENTIVES. Service level agreements may also be negotiated with ordering agencies. An informational copy of service level agreements shall be provided to the GSA Contracting Officer at [onthego@gsa.gov](mailto:onthego@gsa.gov) within 5 business days of execution.

Provide Government agencies with standard commercial and custom reports as requested. This includes, but is not limited to, the number of deliveries by service ordered, total fees, etc. The Contractor shall identify commercial reports that are available to enhance an agency's ability to manage its local courier service program.

Provide the GSA Contracting Office with a quarterly report that detail an agency's local courier expenditures for the given report period by service ordered, and provide a cumulative total across all agencies serviced. Please note, the Government operates on a fiscal year basis of October 1 through September 30 of each year. The report is due by the 15th calendar day after the end of each report period (i.e., due January 15, April 15, July 15, and October 15). The information shall be provided in an electronic commercial format readable in Microsoft Excel 2002, SP-2 and emailed to [onthego@gsa.gov](mailto:onthego@gsa.gov), subject: Quarterly Local Courier Services Report, By Agency, or at GSA's option, through an automated reporting tool provided by the GSA. Data fields to be reported are:

Agency Department Name (e.g., General Services Administration)

Number of Transactions (by type of service ordered)

Dollar Value of Transactions (by type of service ordered)

#### **(5) Specific Requirements:**

- a) **Service:** The Contractor shall provide Rush Service, which is Same Day delivery service with immediate delivery. Rush Service Same Day delivery within the downtown Metropolitan City Area would typically be within 30 minutes and Rush Service Same Day delivery to the suburbs of the Metropolitan City Area would typically be within one hour (see definition for Rush Service). The Contractor shall provide pickup and delivery service to government facilities, commercial addresses, and private residences. The Contractor is not required to provide pickup or delivery service to Post Office boxes, Army Post Office (APO) or Fleet Post Office (FPO) addresses. This exception does not apply to deliveries made by the United States Postal Service. The Contractor shall provide services under this contract in accordance with the Private Express Statutes and 39 Code of Federal Regulations, Chapter 1, Parts 310 and 320. The Contractor shall use their commercial terms and conditions, as stated in their Commercial Service Guide, in providing services under this contract, to the extent that they do not conflict with the terms and conditions of this contract.

- b) **Implementation Schedule:**



- (1) After the issuance of a Task/Delivery Order or BPA, the Contractor, if requested by the agency, shall contact the agency point of contact to discuss implementation procedures.
- (2) If requested by the agency, the Contractor shall meet with Agency representatives at a time and location designated by the point of contact to review agency requirements
- (3) The Contractor shall establish individual shipper accounts as stated in the Task Order.

- c) **Operational Business Standards:** The Contractor shall meet the statutory requirements for insurance and liability of the state or governing jurisdiction in which the delivery is performed as applicable to commercial automobile insurance and coverage for both bodily injury and property damage. The Contractor shall have:

Workers Compensation coverage conforming to the regulatory requirements of the governing local jurisdiction in place for its employees. If a Contractor uses Independent Contractors (drivers) to perform all or any part of the work under this Contract, the Contractor shall require, and shall verify, that all such Independent Contractors have in place, and maintain, occupational accident coverage issued by a insurance carrier.

General Liability Insurance of at least \$1,000,000 in minimum coverage.

Non-Owned and Hired Insurance of at least \$1,000,000 in minimum coverage.

- d) **Service Standards:**

The Contractor shall:

- Maintain a high value on integrity and honesty in all relations with customers; and
- Express clearly and concisely the terms of agreements with customers; and
- Utilize sufficient security for all shipments; and
- Provide prompt follow-up regarding all customer inquiries, including swift resolution of any claims; and
- Fulfill customer commitments in good faith; and
- Endeavor to maintain a high standard of performance; and
- Continuously educate and encourage employees to upgrade their skills, abilities, professionalism and technical competency; and
- Adhere to all federal, state, and local laws affecting the Local Courier business operations; and
- Comply with all federal, state, and local fair employment practices; and
- Incorporate in all Subcontracts and Independent Contractor agreements for work under this Contract the minimum service standards required herein and as may be established by the GSA in the future. Contractors shall be required to adopt any changes in minimum service standards that GSA may establish in the future. Any such standards affecting the Statement of Work will be incorporated into existing contracts by Contact Modification.

- e) **On-Time Performance:** The Contractor shall provide a minimum level of 90% on-time performance for all shipments, or the level of on-time performance to their commercial customers, whichever is greater.

- f) **Delivery Commitment Guarantee:** The Contractor shall:

- Meet the delivery commitment for each service specified or the service shall be at no cost to the Government for the services ordered.
- Provide the shipper a method (internet, telephone, or other means) to obtain the time of delivery for each shipment in order to determine if the shipment was delivered on-time for the money back guarantee.

- Provide the shipper, in writing, if requested the schedule of pickups and arrivals.

**g) Shipment Tracking/Tracing:**

The Contractor shall:

- Have adequate communications that provide the shipper or the receiver of the shipment the ability to track/trace the locations of shipments on their way to destination.
- Shall be able to trace all shipments by the contractor's unique identifying Manifest or Shipping Document number or the method as offered commercially, if offered.
- Include all information provided commercially to enable tracking/tracing.
- Provide a method (Internet, telephone, or other means) to track/trace shipments and to obtain the time of delivery for each shipment.

**h) Proof of Delivery:** The Contractor shall provide proof of delivery in the same manner they provide to their commercial customers.

**i) Items for Shipment:** The items transported for shipment shall include general commodities and those items transported for their commercial customers. The Contractor shall offer special handling and delivery of hazardous material and dangerous goods, if offered commercially, as outlined in the applicable governing regulations, including, but not limited to, Title 49 of the Code of Federal Regulations (49 CFR) and all applicable state and local regulations for the interstate and intrastate surface movement of shipments containing hazardous material or dangerous goods.

**j) Liability Coverage:** The Contractor shall provide basic liability coverage of \$100 per package, or the amount(s) offered commercially, whichever is greater, unless a higher liability coverage is declared at the time the shipment is tendered. The Contractor shall provide additional increased liability coverage up to the dollar amount offered commercially.

**k) Size and Weight Limitation:** The Contractor shall provide services for local courier shipments consisting of a single or multiple packages.

**• LOCAL COURIER SINGLE SMALL PACKAGE -- shipment weight and size criteria:**

- (1) For local courier services, the single maximum package weight shall be up to 150 pounds, except for delivery to private residences; and
- (2) For local courier service delivery to private residences, the maximum single package weight shall be 70 pounds, or the maximum single package weight offered commercially, whichever is greater; and
- (3) The size of packages accepted by the Contractor shall be the number of inches in length and the number of inches in length and girth combined that the Contractor offers commercially; and
- (4) The Contractor may round up the individual package weight to the next higher pound if the individual package weight contains a fraction of a pound.

**• LOCAL COURIER SINGLE HEAVYWEIGHT PACKAGE:**

- (1) For local courier heavyweight, the single package weight shall be from 151 pounds and above; and
- (2) The size of packages accepted by the Contractor for heavyweight delivery shall be the number of inches in length and the number of inches in length and girth combined that the Contractor offers commercially; and
- (3) The Contractor may round up the individual package weight to the next higher pound if the individual package weight contains a fraction of a pound.

• **LOCAL COURIER MULTIPLE SMALL PACKAGES -- shipment weight and size criteria:**

- (1) The total weight of a multiple package shipment may exceed 150 pounds, as long as no single package weighs over 150 pounds, except for delivery to private residences; and
- (2) For delivery to private residences, the maximum single package weight shall be 70 pounds, or the maximum single package weight offered commercially, whichever is greater. The total weight of a multiple package shipment may weigh more than 70 pounds, when offered commercially; and
- (3) The Contractor, shall price multiple package shipments based on the price of the total weight of the shipment, the price based on the weight of each package, or on dimensional weight, whichever is offered commercially; and
- (4) For shipments, no single package in an multiple package shipment shall exceed the number of inches in length and the number of inches in length and girth combined that the Contractor offers commercially; and
- (5) All packages are shipped on the same manifest; and
- (6) All packages are tendered to the Contractor at the same time by the same consignor and are destined for the same consignee; and
- (7) For multiple package shipments the Contractor may round up the aggregate weight to the next higher pound if the aggregate package weight contains a fraction of a pound.

• **LOCAL COURIER MULTIPLE HEAVYWEIGHT PACKAGES:**

- (1) The total multiple package shipment weight for a heavyweight shipment shall be from 151 pounds and above; and
- (2) An individual package, as part of a multiple package heavyweight shipment, may weigh under 150 pounds, provided the total shipment weight is 151 pounds or more; and
- (3) For heavyweight delivery shipments, no single package in an multiple package shipment shall exceed the number of inches in length and the number of inches in length and girth combined that the Contractor offers commercially; and
- (4) All packages are shipped on the same manifest; and
- (5) All packages are tendered to the Contractor at the same time by the same consignor and are destined for the same consignee; and

- (6) For multiple package shipments the Contractor may round up the aggregate weight to the next higher pound if the aggregate package weight contains a fraction of a pound.

**l) Pickup:**

**• LOCAL COURIER SMALL PACKAGE:**

- (1) The Contractor shall provide pickup service at the door of government facilities, commercial addresses, and private residences.
- (2) The Contractor shall provide pickup service at the desk, door, at the receiving/loading dock or main entrance location, or any other location requested by the shipper.
- (3) The Contractor shall provide pickup service during the times offered commercially, each business day.
- (4) The Contractor shall have the ability to accept customer orders for delivery service through the Internet.

**• LOCAL COURIER HEAVYWEIGHT PACKAGES:**

- (1) The Contractor shall provide pickup at government facilities, commercial addresses, and private residences.
- (2) The consignor will notify the Contractor prior to pickup, during the Contractor's normal business hours that they have a pickup, unless prior arrangements have been made for regular pickups. The consignor will inform the Contractor of the package(s) weight and size to be picked up.
- (3) Unless otherwise specified, the Contractor shall provide pickup at the receiving/loading dock or main entrance location, or any other location requested by the shipper.
- (4) The Contractor is responsible for physically picking up the shipment and for placing the shipment in the vehicle.
- (5) The Contractor shall provide pickup service during the times offered commercially, each business day.
- (6) The day of pickup is not counted as a business day except for same day service.

**m) Delivery:**

**• LOCAL COURIER SMALL PACKAGE:**

- (1) The Contractor shall provide delivery to government facilities, commercial addresses, and private residences.
- (2) The Contractor shall provide either desk-to-desk delivery, door-to-door delivery, or delivery to a location requested by the shipper. The shipper will request the type of delivery required.
- (3) For extremely urgent letters, the Contractor shall provide same day delivery in accordance with the Private Express Statutes and 39 CFR, Chapter 1, Parts 310 and 320. If the delivery requirement provisions of 39 CFR 320.6(b) does not apply to the shipment, the Contractor shall deliver extremely urgent letters in accordance with their commercial practice.

- (4) For other local courier small package shipments, the Contractor shall provide delivery at the times offered commercially.
- (5) The delivery is completed at a government facility or commercial address when the consignee or an individual at that location accepts the package(s) and signs for receipt, or the package(s) are left without a receipt, if that is authorized.
- (6) The delivery is completed at a private residence when the consignee, or an individual at the location accepts the package(s) and signs for receipt, or the package(s) are left without a receipt, if that is authorized.
- (7) If security or administrative restrictions prohibit delivery within a building, then the Contractor shall make delivery to the area designated for delivery (e.g. mailroom, security area, administrative area, x-ray machine). For purposes of the delivery commitment, delivery will have been made when delivery has been made to the area designated for delivery.

• **LOCAL COURIER HEAVYWEIGHT:**

- (1) The Contractor shall provide delivery to government facilities, commercial addresses, and private residences.
- (2) The Contractor shall provide delivery of packages to government facilities and commercial addresses at the receiving/loading dock, at the main entrance location, or adjacent loading area, at private residences, or at other locations requested by the shipper, at the times offered commercially. The shipper will request the delivery location.
- (3) The Contractor shall physically remove the shipment from the vehicle and place it on the receiving/loading dock, at the main entrance location, or adjacent loading area at government facilities or commercial addresses, or at the front door of the residence being served.
- (4) The delivery is completed at a government facility or commercial address when the Contractor places the shipment on the receiving/loading dock, at the main entrance location, or adjacent loading area and the consignee or an individual at that location, if requested, signs for receipt.
- (5) The delivery is completed at a private residence when the consignee, or an individual at the location accepts the package(s) and signs for receipt, if requested.
- (6) If security or administrative restrictions prohibit delivery within a building, than the Contractor shall make delivery to the area designated for delivery (e.g. mailroom, security area, administrative area, x-ray machine). For purposes of the delivery commitment, delivery will have been made when delivery has been made to the area designated for delivery.

**n) Specific Agency Arrangements:** When the Contractor and agency agree, the Contractor shall change the pickup and/or delivery locations, establish regular pickups, consolidate delivery points, or establish other similar operational procedures to more efficiently and effectively service agency accounts, or provide the level of similar services that are offered commercially.

**o) Attempted Delivery:**

- (1) The Contractor's courier, if unable to deliver the shipment, shall contact the Contractor's dispatcher to notify the shipper so that the correct address can be obtained, or other information necessary for delivery, and deliver the shipment.

- (2) The Contractor, if after first trying to contact the shipper and obtaining the correct address is still not able to deliver the shipment, if offered commercially, shall leave a notice of attempted delivery on each delivery attempt.
- (3) The Contractor shall attempt to deliver a shipment the number of times they do commercially.
- (4) The Contractor shall contact the shipper for disposition instructions if the delivery attempt is unsuccessful, in accordance with commercial practice. The cost of any further disposition or additional deliveries requested by the consignor will then be the responsibility of the consignor.

**p) Address Adjustment:** The Contractor shall attempt to correct any obvious destination address errors which would not cause late delivery of the shipment (e.g., incorrect street address or room number) and deliver the shipment within the time requirements specified herein at no additional cost. If the shipment cannot be delivered, the Contractor shall contact the consignor or consignee for disposition instructions, in accordance with commercial practice.

**q) Weight:**

• **Adjustment of Shipment Weight:** The Contractor may reweigh a shipment at any time prior to delivery. If the shipment weight is not equal to the actual weight (including Letters or Envelopes that weigh over 8 ounces), the contractor shall enter the correct weight and apply the correct charge to the shipment. Weight adjustments will be in accordance with commercial practice. The Contractor shall indicate on the billing documents submitted to the paying activity those shipments that have been adjusted for weight.

• **Default Weight:** Local Courier shipments do not generally have a default weight. When the shipper does not indicate the weight of an individual package or the total weight of a multiple package shipment, the Contractor, if offered commercially, has the choice of weighing the package(s) and indicating the weight on the appropriate shipping document or allowing the weight for an individual piece to default to the Contractor's commercial default weight. The Contractor shall indicate on the billing documents submitted those shipments where the default weight, if offered commercially, was applied.

**r) Customer Service:** The Contractor shall provide a toll free telephone number staffed with customer service personnel familiar with the terms and conditions of the contract, or provide the level of customer service in accordance with commercial practice.

**s) Loss or Damage:**

- (1) The Contractor shall provide customer service personnel familiar with the handling of claims for loss or damage of shipments made under the contract.
- (2) The Government will submit notification of claims for loss or damage in accordance with the time frames specified in the Contractor's Commercial Service Guide, in accordance with commercial practice.
- (3) The Contractor shall have the number of business days offered commercially from the date of receipt of the agency notification of loss or damage, to provide the disposition of the claim.

**t) Commercial Forms and Procedures (CF&P):**

(1) The Contractor shall provide all commercial forms (electronically and/or in hardcopy form) necessary for the successful pickup, transportation, and delivery of all items under the contract in accordance with commercial practice. The Contractor-provided Manifest or Shipping Document, if offered commercially, shall have space for the consignor to select service(s) awarded to the Contractor under this contract.

(2) The Contractor shall use the customer provided Manifest as the shipping document if Contractor commercial forms are not provided.

**u) Packaging Requirements:**

(1) The Contractor shall provide to the Government, at no additional cost, all the sizes and types of packaging material provided commercially.

(2) The Contractor shall provide instructions on the proper procedure for packing and the packaging of shipments, in the manner they provide commercially.

**v) Shipping Systems:** The Contractor, if offered commercially, shall provide to the Government all the types of automation, (e.g., web-based ordering, and label printing) that are provided to their commercial customers.

**w) Security:**

(1) The Contractor shall have in place a program which assures the Government that there are adequate safeguards to protect government shipments from loss, damage, theft, or terrorism, and security of the EDI transmission of government data; and

(2) Have in place a program or method that assures that there are adequate safeguards to secure the Government's credit card information, cardholder information, Government account and address information, or any other Government data pertinent to this contract; and

(3) Have a method of obtaining background information about performing pickup and delivery, transportation, and package handling that will assure basic safeguards against loss, damage, or theft; and

(4) Have a method to protect the integrity and proper functioning of all equipment and systems involved in the operation of the contract. Any equipment and information processing systems containing government information shall have security measures to protect against unauthorized access; and

(5) The Contractor shall obtain the necessary building access clearances for those Contractor employees involved in picking up and delivering packages under this contract.

**x) Training Provided by the Contractor:** If offered commercially, the Contractor shall provide to government agencies, upon their request, training sessions and distribute a training videotape for the purpose of explaining the contract services awarded and how to most efficiently and effectively use them.

**y) Assignment of Account Number:**

(1) Except point of sale (see Clause I-FSS-FBGT-2002 POINT OF SALE PURCHASES) transactions, upon receipt of a Task/Delivery Order or Blanket Purchase Agreement (BPA) the Contractor shall begin the process of assigning account numbers.

(2) Assignment of account numbers shall be the first step in the account set-up process. The set-up shall be completed within the timeframes commercially offered.

(3) The Contractor shall, when requested by the agency, accept new accounts only when approved by the agency point of contact.

- (4) The Contractor shall assign unique account numbers to all agencies who have issued a Task/Delivery Order or BPA to the Contractor requesting delivery services and for which the Contractor has accepted the Task/Delivery Order.
- (5) The Contractor shall be responsible for the maintenance of account numbers throughout the life of the Task/Delivery Order or BPA.
- (6) In the event the ordering agency selects a new service provider of local courier services, the Contractor shall transition agency data to facilitate and ensure a smooth transition in accordance with standard commercial practices.

**z) Quality Assurance:**

- (1) The Contractor shall maintain a quality assurance program that shall ensure the security of the shipments, equipment and data has adequate safeguards and satisfies contract requirements; and
- (2) The information captured for reports, if offered commercially, is accurate, complete, and timely; and
- (3) Customer service assistance is available in handling customer complaints, resolving customer issues and paying of claims in accordance with the terms and conditions of this contract.

**aa) Accessorial Services and Special Charges:** The Contractor shall provide the following Accessorial Services and Special Charges, in accordance with the Contractor's commercial practice.

- EXTRA WEIGHT:** The Contractor shall provide for the pickup, handling, and delivery of heavier shipments, up to the weight limit handled commercially.
- ROUND TRIP:** The Contractor shall provide service that the driver or messenger picks up at the pickup (origin) location and delivers to the delivery (destination) location, or delivers to multiple locations, and then returns to the origin location. Proof of delivery shall be provided in the same manner that is provided commercially.
- **WAITING TIME OR LOADING TIME:** The Contractor shall provide service where the driver or messenger will wait for the shipment at the pickup (origin) location or wait to deliver the shipment at the delivery (destination) location. Charges are assessed based upon the time waited and there may be a grace period before which charges would start to accrue, or the method charged commercially.
- INCREASED LIABILITY COVERAGE:** The Contractor shall offer the shipper the ability to increase liability coverage, over the basic liability coverage. Coverage shall be available in increments of \$100, or the increment amount offered commercially. Additional liability coverage shall be up to the maximum insured amount that is offered commercially. The consignor shall indicate the amount of additional coverage at the time the request for delivery is made to the Contractor. The consignor may also indicate the additional coverage on the Manifest or Shipping Document.
- SATURDAY PICKUP AND DELIVERY SERVICE:** The Contractor, offered commercially, shall offer Saturday pickup and delivery services in accordance with commercial standards.
- SUNDAY OR HOLIDAY PICKUP AND DELIVERY SERVICE:** The Contractor, if offered commercially, shall offer Sunday or holiday pickup and delivery services in accordance with commercial standards.



•**COLLECT ON DELIVERY (COD) SERVICE:** The Contractor shall offer collect on delivery (COD) services in accordance with commercial standards. Acceptance of payment of the goods from the consignee in the form accepted commercially (e.g. certified check, cashier's check, or money order) issued by or on behalf of the consignee and made payable to the consignor.

•**HAZARDOUS MATERIAL AND DANGEROUS GOODS SERVICE:** The Contractor, if offered commercially, shall provide pickup, special handling, and delivery of hazardous material and dangerous goods in accordance with commercial practice. The Contractor shall provide special handling and delivery of materials that require a Shipper's Certification or Shipper's Declaration for Dangerous Goods. All shipments containing hazardous material or dangerous goods shall be handled and shipped in accordance with the requirements as outlined in the applicable governing regulations, including, but not limited to, Title 49 of the Code of Federal Regulations (49 CFR) and applicable state and local regulations for the interstate and intrastate surface movement of shipments containing hazardous material or dangerous goods under this service.

•**INSIDE PICKUP AND INSIDE DELIVERY FOR LOCAL HEAVYWEIGHT SHIPMENTS:** When requested by the consignor, the Contractor shall provide inside pickup and delivery from/to positions beyond the receiving/loading dock, main entrance location, adjacent loading area, or front door of the residence. The Contractor employees shall be equipped with material handling tools appropriate for the pickup based upon information provided by the consignor. Additional services (e.g., packing, skidding, assembly, crating, storage, unpacking, de-skidding, disassembly, uncrating, breakdown and removal and disposal of packing material debris) may also be provided.

•**ACCESSORIAL BILLING SERVICES:** The contractor, if offered commercially, shall offer accessorial billing services.

•**ADDRESS CORRECTION:** Incorrect destination addresses, which have errors that are not obviously correctable, shall be researched, and the proper address used to deliver the shipment. If the correct address cannot be determined after research and the consignee cannot be reached, the Contractor shall contact the consignor for address clarification or disposition instructions. The fee for address correction shall be in accordance with commercial practice. The delivery is not late (not within the time criteria for on time delivery herein) when the address is incorrect.

•**INVALID OR NO ACCOUNT NUMBER:** On manifest or shipping documents that have no agency account number or have an invalid, incomplete, or inaccurate account number, the Contractor, may try to determine the correct account number from their records and bill the shipping agency, the consignee, or the third party, depending upon the payment method selected by the consignor. When the correct agency account number cannot be determined, the Contractor may bill the shipping agency without a Contractor account number or bill in accordance with Clause I-FSS-FBGT-2002 POINT OF SALE PURCHASES. The fee for no account number, or an invalid, incomplete, or inaccurate account number shall apply only once for each shipment.

•**REBILLING:** The Contractor shall change the billing (bill shipping agency, bill consignee, and bill third party), selected on the manifest or shipping document, if requested by the shipping agency, within the allowable number of calendar days of invoice date that are offered commercially. The rebilling shall apply only to unpaid shipments. If there is a charge for rebilling, it may be charged for each separate rebilling request.

•**CREDIT CARD DECLINE FEE:** A credit card decline fee may apply to any transaction billed to a Government Purchase Card that has been accepted by the Contractor for which the Contractor is unable to obtain payment.

•**RETURN SHIPMENT:** The Contractor shall contact the consignor for disposition instructions if the attempt to deliver the shipment is unsuccessful. The cost of any further disposition or additional deliveries requested by the consignor will then be the responsibility of the consignor, who will be billed at the current contract rate(s). The Contractor shall deliver the return shipment using the delivery service the Contractor uses commercially to return shipments.

•**ADDITIONAL ACCESSORIAL SERVICES:** The Contractor may offer additional accessorial services in addition to those listed herein. The Contractor may propose to add/delete accessorial services at any time pursuant to the Modifications Clause.

**bb) Value-Added Services:** The Contractor may provide value-added services in accordance with the Contractor's commercial practice. This includes, but is not limited to:

- Tracking/tracing by transportation control number (17 alpha-numeric positions).
- Payment by electronic proprietary and shipment systems (e.g., Powertrack).

## END OF SIN 451-3 – LOCAL COURIER DELIVERY SERVICES

# OFFICE RELOCATION

## SIN 653-8 – OFFICE RELOCATION SERVICES

**B.5.7 SIN 653-8, Office Relocation Services, NAICS Code 484210, OPEN TO ALL SOURCES:** Federal agencies spent more than \$34,000,000 for moving services under this NAICS code during fiscal year 2003. The General Services Administration (GSA) wants to leverage the Government's purchasing power by soliciting for office relocation services on a commercial basis to the maximum extent practicable. Services include, but are not limited to, the following:

Pre-Move Planning  
Packaging Materials  
Moving  
Delivery/Set Up  
Assembly  
Reports

Relocation Plan Design  
Packing/Crating  
Loading/Unloading  
Storage  
Disassembly

All services necessary to provide office relocation services are required.

Typical tasks may include, but are not limited to:

- Plan for local and/or long distance moves
- Packing office equipment and supplies
- Moving equipment and supplies
- Provide damage reports
- Transportation of equipment and supplies
- Short-term storage of equipment and supplies

### (1) Definitions:

**Contracting Officer (CO):** Individual at GSA authorized and warranted to issue this contract and to make subsequent modification(s). The CO has the authority to make final determinations on matters of dispute regarding the statement of work of this contract.

**Packing:** Shall mean all costs incurred by the Contractor in handling and moving an office, including but not limited to packing, packing materials, crating, debris removal, containers and unpacking.

**Working Days:** Monday through Friday, exclusive of Federal and Puerto Rican holidays. Puerto Rico Holidays include:

Three Kings Day: January 7  
Good Friday: March 29  
Constitution Day: July 25

**(2) Scope & Complexity:**  
The Contractor shall:

- Provide a full range of services necessary to satisfy ordering agencies' office relocation requirements. The Government is seeking services that industry normally accords to commercial customers to the maximum extent practicable.
- Be capable of providing services for ordering agencies with multiple organizational levels and geographic locations nationwide and/or worldwide as specified in the Scope of the Contract clause.
- Be capable of handling multiple task orders simultaneously.

**(3) Pricing:** GSA seeks pricing based on commercial practices to the extent practicable. Specific to SIN 653-8 only, prices must meet the stated Service Contract Act and resultant wage determination requirements. Fees may be expressed as discounts off the offeror's commercial rates that may or may not include labor rates for origin and destination services, transportation services and storage. If the offeror's commercial practice is to price these services on an hourly/daily basis, the offeror should identify what those discounted rates are for the various labor categories proposed.

Contractors may offer this SIN for delivery on a regional, national or worldwide basis. Contractors offering on a regional basis must specify the area in which services are being offered for consideration and may not accept orders outside of their stated geographic scope. Future geographic areas may be established and awarded by modification to the contract when the contractor has significant commercial sales in a new area and rates can be negotiated based on commercial pricing or if the contractor is new to the area, pricing can be negotiated with adjustment based on the local wage determinations in accordance with clause 52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts).

Geographic Service Location(s):

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Unless otherwise specified herein, the Contractor's rates for these services shall include all labor necessary to properly safeguard the property to be moved, including the marking and weighing and the transporting of the property to its ultimate destination. Charges are to be assessing on the actual time required to pack and/or crate items. Charges for materials use in packing and/or crating will be billed at vendor's cost as a separate item on the invoice not to exceed the schedule price. In no event shall charges under this contract be in excess of charges based on the Contractor's lowest rate available to the general public, or be in excess of charges based on rates otherwise tendered to the Government by the Contractor for the same type of service.

The rates/charges as offered by any Contractor under this contract will not be subject to change as result of a change in any wage scale agreement between the contractor and its employees.

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## SIN 653-8 – OFFICE RELOCATION SERVICES

**SIN 653-8, Office Relocation Services:** A full range of services to remove the existing office furniture, equipment and related supplies from the existing location, transport the items to the new location, and place them according to the direction of the federal agency. Services include but not limited to pre-move planning, relocation plan designing, providing packaging materials, packing/crating, loading/unloading, delivery and setup.

The prices below are inclusive of the [INDUSTRIAL FUNDING FEE](#)

Labor Category	Hourly Rate	Daily Rate	Storage Rate	Packing Supplies and Materials Rate

Offerors shall propose a method for economic price adjustment or escalated rates for the out-years. See clauses 552.216-70 and I-FSS-969.

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#### **(4) General Requirements:**

The Contractor shall

- Provide commercial office relocation services by providing all labor, materials, and equipment necessary to accomplish the work.
- Furnish all vehicles, insurance, fuel, driver, supervision, maintenance, equipment, and operating supplies/services, and perform all services necessary to provide office relocation services for ordering agencies.
- Ensure that its firm and staff maintain any generally required professional certification, accreditation, license, bond, and proficiency relative to their area of expertise. The Contractor shall retain documentation of such records. The Government will not pay for expenses to meet this requirement.
- Service level agreements may be proposed at the task order level to the extent the terms of such agreements do not conflict with the terms and conditions of this Schedule (see paragraph s, Order of Precedence, of Clause 52.212-4) and can be used in conjunction with the paragraph C.43, I-FSS-60, PERFORMANCE INCENTIVES. Service level agreements may also be negotiated with ordering agencies. An informational copy of service level agreements shall be provided to the GSA Contracting Officer at [onthego@gsa.gov](mailto:onthego@gsa.gov) within 5 business days of execution.
- Provide Government agencies with standard commercial and custom reports as requested. This includes, but is not limited to, the number of moves, claims, and total move spend. The Contractor shall identify commercial reports that are available to enhance an agency's ability to manage its office relocation program.
- Provide the GSA Contracting Office with a quarterly report that detail an agency's office relocation expenditures for the given report period, and provide a cumulative total across all agencies serviced. Please note, the Government operates on a fiscal year basis of October 1 through September 30 of each year. The report is due by the 15<sup>th</sup> calendar day after the end of each report period (i.e., due January 15, April 15, July 15, and October 15). The information shall be provided in an electronic commercial format readable in Microsoft Excel 2002, SP-2 and emailed to [onthego@gsa.gov](mailto:onthego@gsa.gov), subject: Quarterly Office Relocation Report, By Agency, or at GSA's option, through an automated reporting tool provided by the GSA. Data fields to be reported are:

Agency Department Name (e.g., General Services Administration)

Number of Moves

Dollar Value of Moves

#### **(5) Specific Requirements:**

- a) **Office Relocation Services:** The Contractor shall perform all of the services required to remove the existing office furniture, equipment, and related supplies (at times hereinafter called "property") from the existing location, transport the property to the designated areas within the new location and place them in accordance with the ordering agency's direction and timelines. The person who will interface with the Contractor for each move shall be determined upon issuance of the order. The Contractor shall:
  - Furnish all packing containers and related supplies including, but not limited to, boxes and cartons, crating material, padding material, marking material, sealing tape, and color-coded marking tags to the moving activity. It shall be the responsibility of the Contractor to determine the number and size of packing containers to be utilized for individual relocations. Delivery of same will be at no extra cost to the Government. Agencies may specific on their request for quote whether packing containers will be returned.
  - Ensure all materials are clean and of a quality sufficient to ensure protection of the property.
  - Provide a project manager for the duration of the relocation. The project manager will be responsible for directing the daily activities of the workers provided for the relocation. This individual will also be responsible for coordinating phases of the relocation with the ordering agency on a daily basis.

- Perform packing and/or crating necessary for the protection of the property to be moved. Computer, audiovisual, laboratory, and hi-tech equipment shall be pad-wrapped.
  - Remove all padding, packing, and crating materials from the premises of the government as directed.
  - Furnish dollies, hand trucks, book-carts, typewriter/computer carts, and glass packing/cartons, and any other type of equipment commonly used for relocation services. Hand trucks, dollies and book carts MUST have soft rubber wheels. NO metal or hard rubber wheels shall be used in the performance of this contract.
  - Disassemble property when necessary for safe and efficient transportation, as determined by the ordering agency. Reassemble property after transporting to the new location. For systems and specialty furniture/equipment, the Contractor shall ensure it has the necessary special tools, equipment, or technically-trained personnel to assemble or reassemble.
  - Box up file and supply rooms prior to moving.
  - Ensure that all libraries are boxed and/or transported on book carts provided by the Contractor. The Contractor's personnel will mark boxes to maintain proper sequence. Boxes will be unloaded at the new location and contents placed on shelving by the Contractor's personnel in the proper sequence. Shelving will be dismantled, unbolted, and moved from the old location and reconstructed at the new location by the contractor as specified by the ordering agency.
  - Provide any other service which would normally be included with a complete office relocation/moving service.
  - The Contractor will color-coordinate multiple office moves on the floor plans, floor maps, or office layouts and move property in groups by office or area, as directed by the ordering agency.
  - Remove empty packing containers, as applicable.
  - Remove rubbish from the government's premises after move is completed.
  - Furnish forklifts, scissor lifts, portable lifts, and operators to move heavy and/or bulky items that cannot be moved by normal means, on an as-needed basis.
  - Provide movable carts or shelving to be used as temporary accessible file storage on an as-needed basis as determined by the ordering agency.
  - Provide storage for property in a secured location in the event of a delay in availability of new space. Pricing for storage space will be negotiated at the time of award of the order, not to exceed the GSA Schedule price.
- b) **Computation of Time:** The hourly rates will be computed to the nearest quarter hour. Charges will commence when workers and equipment arrive at the ground floor entrance to the building or site where the work will be performed and will end when work has been completed or at the end of the workday if the job is more than one day's duration.

No charge will be made by the Contractor for time lost in any way not required in the performance of the services ordered by the Government (excludes break periods required by Local, State or Federal law or by collective bargaining agreements between the Contractor and their employees).

The Contractor will be paid for the equipment and labor time involved in delivering the cartons, tape and other materials to the point of use (when requested in advance of the actual move date) and later removing the cartons from the last point of use as negotiated with the ordering agency, not to exceed the schedule price.

Intra-office moves: There will be no charge for the truck and driver dropping off equipment/supplies and laborer at the site on the day of an interoffice move within the same building. Charges will be computed for laborers at the start of the move at the site. Charges for truck and driver will be allowed

when supplies and materials are requested in advance in the move day. No charge for travel time is permitted.

More than one day duration: Computation of time will begin on arrival at the site on the first day and will end at the completion of work for that day. Each day following will be calculated the same. The Government shall not be charged for overnight storage of furniture, equipment, material, truck etc.

Same day using one truck: Arrival at one site - loading the truck - unloading the truck at another location. Computation of time for truck and driver shall begin at their arrival at the first site and will continue until completion of the job at the new location. Laborers computation of time shall begin at their arrival on site at the first location and shall continue until the completion of the job at the new location.

- c) **Location:** The services to be provided under this contract shall be performed at any location, building, facility, or site as directed by the government.
- d) **Qualifications of Employees:** The Contractor shall have in its employ at all times a sufficient number of capable and qualified movers to enable it to properly, adequately, and economically complete each move in a timely manner. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees are the responsibility of the Contractor. The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity.
- e) **Systems Furniture:** Disassembly and reassembly of systems furniture is NOT to be included in the per hourly rate/price.
  - If the government elects to have the systems furniture manufacturer disassemble and reassemble the systems furniture, the Contractor may be required to move the disassembled systems furniture to the new location for reassembly by the systems furniture manufacturer. The disassembled systems furniture will be treated as a normal work requirement within the meaning of this SOW.
  - The Contractor will not attempt to disassemble or reassemble the systems furniture without specific authorization from the government.
- f) **Vehicles:** The Contractor shall furnish clean and mechanically sound, closed-type vehicle(s) of sufficient size to accommodate the shipment and properly licensed personnel to operate such vehicle(s). Unless a specific size and type of vehicle is requested by the Government, the Contractor will use their best judgment in furnishing vehicles(s) of the most appropriate type and size for the required services. The Contractor will not be allowed to substitute and charge for two or more small vehicles if a large vehicle(s) would have been sufficient and appropriate to accomplish the job. If such instance should occur, the Contractor will charge only for the lesser number of vehicles that should have been furnished. If hauling and moving services are furnished to other agencies concurrently with those being furnished to the ordering agency, the cost of equipment, driver and extra labor involved shall be prorated between the agencies. The Contractor is solely responsible for vehicle insurance. Vehicle(s) shall be in good repair and in compliance with all federal, state, and local laws and regulations for operation. All vehicles shall be equipped sufficiently with clean pads, covers, and other protective equipment to ensure safe transit and delivery of property. Protective covering shall be used during the loading and unloading operations in the event of inclement weather. The ordering agency may reject any vehicle that is determined to be mechanically incapable of adequately protecting the government's property. However, failure to do so shall not release the Contractor from liability and from any damage caused by usage of such. The contractor shall obtain necessary clearances or permits, if any, which may be required by the local municipality.
- g) **Drivers:** The Contractor shall ensure personnel are properly licensed and insured. The Contractor is responsible for all traffic tickets, parking violations, fines or citations received.
- h) **Overtime:** If overtime is required and authorized in advance by the ordering agency, the Contractor must charge the overtime hourly rates bid, but total overtime payment for any order may not exceed the limit agreed to when the order was placed or later modified by the ordering agency.
- i) **Insurance:** The Contractor, at its expense, shall provide and maintain the appropriate insurance coverage in amounts maintained commercially and as may be required by any State regulatory authority.

This includes cargo, vehicular and general public liability insurance. The Contractor shall provide evidence of acceptable cargo insurance, vehicular and general public liability insurance as part of its proposal to the GSA. The Contractor shall furnish written notice to GSA, 30 days in advance of the effective date of any reduction in, or cancellation of these policies. The Contractor shall furnish written evidence of any renewal policy not less than 15 days prior to the expiration of any current policy on file with GSA. The Contractor shall also make such insurance information a part of its proposal to an ordering agency to provide office relocation services. The Contractor shall also maintain workers' compensation and other legally required insurance with respect to the Contractor's own employees and agent.

j) **Scheduling and Protection:** The Contractor shall:

- Make all arrangements for elevator service at the relocating site and new site location. This may be done through the building owner/manager and/or ordering agency.
- Coordinate moving hours with the agency representative.
- Obtain necessary clearances or permits, if any, which may be required by the local municipality for parking on streets during loading or unloading phases of the relocation.
- Furnish padding and/or other protective material for the interior of the buildings, including protection for the elevators.
- Furnish plywood, vinyl, heavy gauge plastic or masonite runners as required to provide protection to the floors.
- Transport filing equipment in an upright position with file cabinet drawers secured against opening by strapping or other means. Use suitable padding between the cabinets to prevent rubbing or chafing.
- Complete a walk through of the new location following completion of the relocation with the ordering agency to determine damage to property or premises resulting from the relocation (if any), and make arrangements for processing any claims.
- Be responsible for the day-to-day inspection and monitoring of all work performed to ensure compliance with the contract requirements.

k) **Contractor/Government Responsibilities:** The Contractor shall identify its expectations of the government's roles and responsibilities in the move that may include but is not necessarily limited to the following at the task order level: scheduling of a walk through of the origin and destination facilities in time to prepare an offer; identify if a library will be involved in the move; identify whether assembly or disassembly of systems furniture is required and whether the Contractor is required to move the systems furniture, even if not disassembling or assembling; obtaining a written list of any items or interior decoration (e.g. sculptures, statues, paintings, etc.) valued over \$100 that require pricing prior to placing an order.

After acceptance of government task order, the Contractor shall continue to ensure cooperation in the move with the ordering agency that may include, but is not necessarily limited, to the following: ensure receipt from the ordering agency copies of legible floor plans or maps of offices of both the old and new locations involved in the move; ensure cooperation with the ordering agency that all equipment is tagged and marked, showing floor number and location via color coordination for placement at the new location; coordinate with the ordering agency if more than one government representative is designated which representative is responsible for acceptance; ensure an understanding exists with the ordering agency that all electronically operated equipment will be disconnected and ready for movement at origin and ensure unless otherwise indicated by the ordering agency, that it will unpack all boxes packed by its employees (labeled PBO) and collapse the boxes and stack; ensure how many invoices are required to be submitted to the ordering agencies financial office; ensure date and time when the facilities/office of the relocating site and new location will be available for site inspection.

Normally return of boxes upon completion of the move is not required, but may be ordered. In the event this feature is ordered, the Contractor and ordering agency should ensure it is stipulated in any request for pricing from the Contractor. The Contractor shall reimburse the federal agency for return of the



boxes. Further, the Contractor and the ordering agency will agree upon a box collection site. The Contractor shall ensure that all boxes are emptied, collapsed and stacked neatly in the designated pick-up area.

The Contractor and ordering agency shall ensure that the boxes are available for pick-up by the Contractor in an agreed upon time frame after completion of the relocation. If boxes are not unpacked within this time frame, the Contractor and ordering agency must agree to an extension. Boxes not returned within the time frame agreed to may be charged to the relocating agency at the prices agreed upon and established in the task order.

As required, the ordering agency will provide the Contractor space for the temporary storage of hand trucks, dollies, packing material, etc., being used in the performance of a job, and will make cartons and other such materials available for return to the Contractor as soon as possible after completion of the job.

- l) **Security Requirements:** The Contractor shall provide personnel for the performance of the services required under this contract who for security reasons, are acceptable to the Government. When requested by the government, the Contractor must furnish the names, addresses, dates and place of birth, and citizenship of his personnel engaged in performing said services. If satisfactory security clearances cannot be obtained for the contractor where necessary, service may be obtained from a source other than the contractor.
- m) **Damages:**
- The Contractor will be liable for loss or damage to property caused by their failure to properly pack and crate the property.
  - The Contractor shall provide ordering agencies with all necessary claim forms and instructions in the event that any damage is reported as a result of services performed under this contract. The Contractor is required to acknowledge claims within 30 calendar days and or either pay, decline or make a formal compromise settlement within 120 days after receipt of a claim. If for some reason beyond the Contractor's control, action on the claim is delayed, the Contractor shall notify the ordering agency as to its status and each 30 calendar days thereafter until final action is taken. The Contractor shall furnish the ordering agency with a copy of each claim filed, any related correspondence and any notice of final settlement or denial of any claim. The GSA Contracting Officer reserves the right to request copies at no additional charge to the Government.
  - Report or Damages: The ordering agency will provide a written list of items found to be damaged during the move to the Contractor within fifteen (15) working days after the completion of the relocation. This list shall include both furnishings and building finishes, such as walls, carpet, etc., as well as damages to grounds landscaping such as shrubs, lawns, etc.
  - Repairs: The Contractor and ordering agency shall visually inspect the damaged item(s) and mutually agree upon a time frame for repairing or replacing the damaged item(s). The repair or replacement of the item shall be completed within the time frame specified by the order agency. Except when loss and/or damage arises out of causes beyond the control and without the fault or negligence of the Contractor, the Contractor shall assume full liability for any and all goods lost and/or damaged in the relocation covered by the contract.
- n) **Laws, Ordinances, and Building Regulations:**
- The Contractor and its employees shall comply with all host activity, local, state and federal laws, ordinances, and regulations governing the performance of services required hereunder and shall comply with all instructions pertaining to the conduct of persons on government premises as may be issued by the ordering agency.
  - When services are performed in a federal building, the Contractor may be required to coordinate the work with the building manager. Notwithstanding this provision, government agencies located in GSA-controlled space shall not arrange for any services listed herein without clearance from the respective GSA building manager.
  - Certain areas or buildings may be designated as "Security Areas" and entrance of persons other than those employed therein is restricted. In some of these areas, the Contractor is permitted to

enter and perform the work unescorted. In others, the Contractor will be admitted and accompanied by an authorized occupant of the area. It is the responsibility of the ordering agency to ensure that the contractor's personnel are not unduly delayed.

- Ordering agencies may require various recording procedures as part of performing the task order. This includes, but is not limited to, sign-in/sign-out logs (to include name, title, location and time of contractor/subcontractor employees); fingerprints or other biometric information; photo ID or other identification badges; criminal history check; and special clearances.
- o) **Quality Requirements:** The Contractor shall have a quality control plan.
- The ordering agency may require a Quality Control Plan (QCP) prior to commencement of the work to include but not limited to:
    - Administrative Methods - the methods the Contractor will use for identifying, correcting, and preventing defects in the quality of service performed before such level of performance becomes unacceptable to the ordering agency. The Contractor should include plans for revising job schedules as new and better ways are found to perform given tasks;
    - Performance Evaluation - both the Contractor and the ordering agency have agreed upon all terms and conditions as stated in the order. During the life of the contract, Contractor performance will be documented by means of the Contractor Performance System (CPS);
    - Strike Contingency Plan (SCP) - The Contractor shall prepare a Strike Contingency Plan to be used in the event of a strike by its employees. The SCP shall be submitted to the ordering agency within the timeframe specified. At a minimum, the SCP shall include how the contractor will provide the services defined in this specification during strikes by its employees.
  - The ordering agency may require a Quality Assurance Plan (QAP) prior to commencement of the work to include but not limited to:
    - Partnering - In order to have an effective contract administration program that also ensures a successful business relationship between the ordering agency and the Contractor, all parties involved in the service delivery process must work as a team and foster open and honest communication at all times. Close coordination and active cooperation between the Contractor and the ordering agency are necessary to ensure that each move is done in a timely, professional, and safe manner.
    - Service Delivery - The quality and timeliness of the Contractor's performance of the scheduled moving services will be used to assess the overall service delivery.
    - Performance Objectives and Quality Assurance Reporting – The ordering agency may make tours and inspections of the moving services as they progress from start to finish and random job-site inspections accomplished by the ordering agency or designated inspector shall be used to determine the quality of work delivered during the move process.
- p) **Additional Requirements:**
- Postage and Fees: All postage and fees related to submitting information including forms, reports, etc., to the GSA Contracting Officer (CO) or the ordering agency shall be paid by the contractor.
  - Marking: All information submitted to the CO or the ordering agency shall clearly indicate the schedule contract number, order number, and location of the contract for which the information is being submitted.
  - Time of Delivery: The Contractor will be directed on the individual order when to commence performance. The Contractor shall be obligated to provide complete services in accordance with the locations, dates, and times specified in the task order. Failure to provide the services within the time prescribed therein may result in termination of the contract or individual task order for default. In the event an urgent need arises which provides the Contractor with less than the stated minimum notification period, the Government will so notify the contractor and will request an accelerated

delivery schedule. If the Contractor cannot meet the accelerated delivery schedule, the Government may obtain the services from another source.

- Audits: The Contractor must conduct or arrange to have conducted a prepayment audit of each transportation billing for service performed under the schedule if a bill of lading is used and payment is made against that. Any auditor (other than a GSA Prepayment Audit Schedule Contractor) who performs such an audit must be certified in advance by the GSA Audit Division (FBA) to conduct such an audit. Contact the GSA Audit Division at 202-501-3000. GSA has issued instructions and guidelines on the mandatory prepayment audit procedures. Any request for a waiver to these requirements must be made in writing to the General Services Administration, Office of Governmentwide Policy (M), 1800 F Street NW, Washington, DC 20405.
- Sensitive but unclassified (SBU) building information notice of disposal: For all contracts using SBU building information, the Contractor shall notify the ordering agency that it has properly disposed of the SBU building documents, with the exception of the contractor's record copy, at the time of release of claims to obtain final payment.
- Identification/building pass: The ordering agency will coordinate Contractor access to buildings.
- Removal from duty: The ordering agency may request that the Contractor immediately remove any employee(s) from the worksite(s) should it be determined that individual(s) is disqualified from work on the specific task for either suitability or security reasons, or who are found to be unfit for performing the assigned duties. The Contractor shall comply with these requests. Specific reasons for removal of an employee(s) will be provided to the contractor in writing.
- Safeguarding information: It shall be understood by the Contractor that disclosures of information relating to the work or services provided under this contract requirement to any person not entitled to receive it, or failure to safeguard any classified information as defined in Executive Order Number 11652 that may come to the Contractor or any person under the contractor's control in connection with the work under this contract, may subject the Contractor, his agents or employees to criminal liability under Title 18, Section 793, 794, and 798 of the United States Code.
- Cranes, portable elevators, forklifts and other equipment: When the use of special equipment (other than highway vehicles) is required in the performance of the requested service, the Contractor shall obtain advance approval for the ordering agency and include the charges thereof as a separate item on its invoice, not to exceed the schedule price.
- Tolls, special permits, etc.: Necessary charges for bridge tolls, special parking permits or parking meter covers, over length, over width, over height, or overweight permits; or similar charges assessed by responsible authority against the specific job being performed for the ordering agency (not including fines, arrest, etc.) may be paid by the Contractor and added as a separate item(s) on the invoice, not to exceed the schedule price.

**(6) Contract Clauses Specific to Office Relocation Services:**

**FAR 52.228-5, Insurance—Work On A Government Installation (JAN 1997)**

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --
  - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
  - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**FAR 52.234-4, Payments under Transportation Contracts and Transportation-Related Service Contracts (APR 1984)**

The Government shall pay the Contractor upon the submission of properly certified invoices or vouchers, the amount due for services rendered and accepted, less deductions, if any, as herein provided.

**FAR 52.237-2, Protection of Government Buildings, Equipment and Vegetation (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

**FAR 52.246-14, Inspection of Transportation (APR 1984)**

The Government has the right to inspect and test the Contractor's services, facilities, and equipment at all reasonable times. The Contractor shall furnish Government representatives with the free access and reasonable facilities and assistance required to accomplish their inspections and tests

**FAR 52.246-25, Limitation of Liability – Service (FEB 1997)**

- (a) Except as provided in paragraphs (b) and (c) of this clause, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that—

- (1) Occurs after Government acceptance of services performed under this contract; and
- (2) Results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) of this clause shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor's business;
- (2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
- (3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

**FAR 52.247-3, Capability to Perform a Contract for the Relocation of a Federal Office (APR 1984)**

- (a) If the move specified in this contract is to be performed by the Contractor as a carrier within the borders of more than one State, including the District of Columbia, (i.e., an interstate move), the Contractor shall have obtained and hold appropriate and current operating authority from the Department of Transportation, Surface Transportation Board.
- (b) (1) If the move specified in this contract is to be performed by the Contractor as a carrier wholly within the borders of one State or the District of Columbia (i.e., an intrastate move), the Contractor shall, when required by the State, or the District of Columbia, in which the move is to take place, have obtained and hold appropriate and current operating authority from that jurisdiction in the form of a certificate, permit, or equivalent license to operate.  
  
(2) If no authority to operate is required by the State or the District of Columbia, the Contractor as carrier shall maintain facilities, equipment, and a business address within the jurisdiction in which the move is to take place. However, if the move is to originate and/or terminate within an area of one State, or the District of Columbia, that comprises a part of a recognized Commercial Zone (see 49 CFR 1048) the boundaries which encompass portions of more than one State or the District of Columbia, it shall be sufficient if the Contractor as carrier maintains facilities, equipment, and a business address within the Commercial Zone and holds appropriate operating authority, if required, from the jurisdiction within which the Contractor maintains the facilities, equipment, and business address.
- (c) If the move specified in this contract will not be performed by the Contractor as carrier, it must be performed for the Contractor by a carrier operating under a subcontract with the Contractor. In this case, the Contractor shall not be subject to the requirements of paragraphs (a) and (b) above, but shall be responsible for requiring and ensuring that the subcontractor carrier complies with those requirements in every respect.
- (d) The Contractor shall be in compliance with the applicable requirements of this clause at least 14 days before the date on which performance of the contract shall commence under the terms specified; except that, if the period from the date of award of the contract to the date that performance shall commence is less than 28 days, the Contractor shall comply with the applicable requirements of this clause midway between the time of award and the time of commencement of performance.

**FAR 52.247-5, Familiarization with Conditions (APR 1984)**

The offeror shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the contract. The offeror shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required in this contract because the offeror failed to investigate the conditions or to become acquainted with all information concerning the services to be performed.

**FAR 52.247-12, Supervision, Labor and Materials (APR 1984)**

The Contractor shall furnish adequate supervision, labor, materials, supplies, and equipment necessary to perform all the services contemplated under this contract in an orderly, timely, and efficient manner.

**FAR 52.247-13, Accessorial Services – Moving Contracts (APR 1984)**

- (a) Packing and/or crating and padding. The Contractor shall—
  - (1) Perform all of the packing and/or crating and padding necessary for the protection of the goods to be transported;
  - (2) Furnish packing containers, including, but not limited to, barrels, boxes, wardrobes, and cartons; all crating materials; and all padding materials and equipment;

- (3) Furnish or cause to be furnished, when necessary, padding or other protective material for the interior of the buildings, including elevators, from and to which the property will be moved under this contract; and
- (4) Ensure that all containers and materials are clean and of quality sufficient for protection of the goods.
- (b) Disassembling and reassembling of property and servicing appliances. The disassembling of property; e.g., beds and sectional bookcases, and the preparing of appliances; e.g., washers, driers, and record players, for shipment shall be performed by the Contractor. The Contractor shall reassemble the property and service the appliances upon delivery at the new location.
- (c) Unpacking and/or uncrating and placement of property. The Contractor shall unpack and/or uncrate all property that was packed and/or crated for movement under this contract. The Contractor shall also place the property in the new location as instructed by the owner of the property or authorized representative, and shall remove all packing and similar or related material from the premises as requested by the owner.

**FAR 52.247-17, Charges (APR 1984)**

In no event shall charges under this contract be in excess of charges based on the Contractor's lowest rate available to the general public, or be in excess of charges based on rates otherwise tendered to the Government by the Contractor for the same type of service.

**FAR 52.247-21, Contractor Liability for Personal Injury and/or Property Damage (APR 1984)**

- (a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- (b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.
- (c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- (d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

**FAR 52.247-22, Contractor Liability for Loss of and/or Damage to Freight other than Household Goods (APR 1984)**

Except when loss and/or damage arises out of causes beyond the control and without the fault or negligence of the Contractor, the Contractor shall assume full liability for any and all goods lost and/or damaged in the movement covered by this contract.

**FAR 52.247-27, Contract Not Affected by Oral Agreement (APR 1984)**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

**GSAM 552.228-75, Workmen's Compensation Laws (APR 1984)**

The Act of June 25, 1936, 49 Stat. 1938 (40 USC 290) authorizes the constituted authority of the several States to apply their workmen's compensation laws to all lands and premises owned or held by the United States.













## END OF SIN 653-8 – OFFICE RELOCATION SERVICES

### RENTAL SUPPLEMENTAL (RSVP)








#### SIN 411-2 - RENTAL SUPPLEMENTAL VEHICLE PROGRAM (RSVP)

**B.5.2 SIN 411-2, Rental Supplemental Vehicle Program (RSVP), NAICS Code 532111 & 532112, OPEN TO ALL SOURCES:** Vehicle rental services to supplement federal fleets and/or official business vehicular needs for other than temporary duty travel purposes. Typical rental requirements include, but are not limited to, temporary replacement of a fleet vehicle damaged as a result of an accident or incident; temporary replacement of a fleet vehicle undergoing maintenance; supplemental transportation support for fleets; supplemental transportation support for special events (e.g., G8 conference, training); transportation support for natural disasters, emergencies, and/or continuity of operations tests and drills; etc. Services include reservation services, online booking, pick up and return services, vehicle delivery services, fueling, driver assistance, roadside, and navigation assistance, special vehicle needs (e.g., hand controls, wheel chair lifts), reporting, billing, and consulting services.

The Contractor shall provide vehicle rental services to assist the Government in meeting its business needs for temporary supplemental rental of vehicles. These would include vehicle rentals to Government Agencies for Official Government business use other than temporary duty travel (TDY). This may include, but is not limited to the following:

-  Reservation Services
-  Online Booking
-  Pick Up and Return Services
-  Vehicle Readiness
-  Fueling
-  Driver Assistance
-  Roadside Assistance
-  Navigation Assistance
-  Special Vehicle Needs (e.g., hand controls, wheel chair lifts, etc.)
-  Reporting and Internet Tools
-  Billing Services
-  Consulting Services

Typical tasks may include, but are not limited to:

-  Make vehicles available at Contractor facilities for pick up, or require vehicle delivery and pickup
-  Assist drivers (e.g., accidents, lost, special needs)
-  Develop a central reservation service for RSVP needs
-  Develop strategies to support the Government agency vehicle rental replacement supplement
-  Develop reports
-  Analyze aggregate Government data to facilitate program management
-  Conduct customer satisfaction surveys

#### (1) Definitions:

**Centrally Billed Account:** A fleet or purchase card/account established by the GSA SmartPay Contractor at the request of the agency/organization. These may be card/cardless accounts. Payments are made directly to the Contractor by the Government agency/organization. For purposes of the RSVP statement of work, purchase orders are also considered a centrally billed account.

**FIPS:** Federal Information Processing Standards. Publication 95-1 lists the 4-digit codes for each Federal agency. This publication is available at <http://www.itl.nist.gov/fipspubs/fip95-1.htm>.

**Fiscal Year:** October 1 through September 30


**Industrial Funding Fee (IFF):** The IFF reimburses the General Services Administration for the costs incurred in procuring and managing the Transportation, Delivery and Relocation Solution schedule. The IFF is to be built into the RSVP pricing offered.


**Replacement/Supplement:** This includes vehicles to supplement fleets, provide loaner services in maintenance or accident repair cases, accommodate special needs or events (e.g., government or agency events (G8 conference, emergencies), etc.


**Temporary Duty Travel (TDY):** Travel at a place, away from an employee's official duty station, where the employee is authorized to travel.

**(2) Scope & Complexity:**


The Contractor shall:


 Provide a full range of services necessary to satisfy ordering agencies' vehicle rental requirements. The Government is seeking services that industry normally accords to commercial replacement type customers with most favored customer pricing.


 Be capable of providing services for ordering agencies with multiple organizational levels and geographic locations nationwide and/or worldwide as specified in the Scope of the Contract clause.


 Be capable of handling multiple task orders simultaneously.


**(4) Pricing:** GSA seeks pricing based on commercial practices. Prices should be discounts off the offeror's commercial rates. Prices meet the stated Service Contract Act and resultant wage determination requirements. The Contractor shall:


 Provide rentals at rates that are guaranteed for the requested location to the Government Agency, typically for those periods required to supplement vehicles for the duration.


 Quote daily, weekly, and monthly rates in whole dollar amounts for U.S. locations and in local currency in international OCONUS locations.


 Recognize that the Government is generally tax exempt and state and local taxes are not payable by the Federal government on its vehicle rentals. Tax exemption is governed by the appropriate taxing authority. Tax exemption letters for the U.S. Government are on file at <http://apps.fss.gsa.gov/services/gsa-smartpay/taxletter/>. The Contractor may itemize on the rental contract, any state and local government fees not tax exempt, and surcharges that cannot be included in the rate, and are applied to all rentals at that location. If assessed, these additional charges MUST be listed in the distribution systems used by the Contractors. The Contractor is required to substantiate the charges and taxes upon request of the renter or Government Agency office. Government administrative rate supplement (GARS) fees are prohibited.

 Offer rates which will not be subject to blackout dates or minimum rental periods.


 Provide last vehicle availability for the rate charged or provide a vehicle in the next higher classification at no additional charge.

 Offer rates without penalty restrictions.

 Offer rates based on unlimited mileage with the exception of one-way rentals. Rates and drop charges for one-way rentals in the Continental U.S. may be offered. The Contractor has the option of charging mileage costs for one-way rentals and listing those charges in its offer in accordance with its commercial practice.

 Ensure contract rates are displayed in the Contractor's distribution channels and such displays ensures that the contract rate will be quoted and charged with the proper customer discount program number (CDP#).



 Ensure that weekly rental rates shall not exceed 6 times the maximum charged daily rate in the Contractor's distribution channels with a notation to check for available lower rates on some rentals.

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## SIN 411-2 – RENTAL SUPPLEMENTAL VEHICLE PROGRAM (RSVP)

**SIN 411-2, Rental Supplemental Vehicle Program:** Vehicle rental services to supplement federal fleets and/or official business vehicular needs for other than temporary duty travel purposes. Typical rental requirements include, but are not limited to, temporary replacement of a fleet vehicle damaged as a result of an accident or incident; temporary replacement of a fleet vehicle undergoing maintenance; supplemental transportation support for fleets; supplemental transportation support for special events (e.g., G8 conference, training); transportation support for natural disasters, emergencies, and/or continuity of operations tests and drills; etc. Services include reservation services, online booking, pick up and return services, vehicle delivery services, fueling, driver assistance, roadside, and navigation assistance, special vehicle needs (e.g., hand controls, wheel chair lifts), reporting, billing, and consulting services.


The prices below are inclusive of the [INDUSTRIAL FUNDING FEE](#)

Vehicle Class	Daily Rate		Weekly Rate <sup>1</sup>		Monthly Rate <sup>2</sup>	
	Commercial	Govt	Commercial	Govt	Commercial	Govt
Economy						
Compact						
Mid-Size						
Full-Size						
Station Wagon <sup>**</sup>						
Passenger Size						
Van <sup>**</sup>						
Passenger Size						
Other <sup>**</sup>						
Passenger Size						

**ONE WAY RENTAL RATES:** One way charges will be based upon:

 Total mileage during the rental

☐ YES ☐ NO

 Direct mileage distance between point of pick up and point of return

☐ YES ☐ NO

**(4) Background:** In 1986, Surface Deployment Distribution Command (SDDC) was tasked with managing the rental car program for the federal government and implemented the very successful U.S. Government Rental Car Agreement. Because of this agreement, travelers with a travel order or government-sponsored charge card receive superior rates when renting cars for official business while performing temporary duty travel (TDY).

The United States General Services Administration's (GSA) Office of Transportation and Property Management, Contracting Division (FBG) is looking to develop a program which is similar in scope but would function independently of the SDDC rental car program agreement. FBG wants to create a program to make available an array of vehicles for non-TDY needs. This includes vehicles to supplement fleets, provide loaner services in maintenance or accident repair cases, accommodate special needs or events (e.g., government or agency events (G8 conference, disasters, emergencies, drills), etc. as they relate to current business models and best business practices in the local / replacement markets.

Under the Rental Supplemental Vehicle Program (RSVP), it is envisioned that participating government agencies will be able to rent a wide variety of vehicles (cars, vans, trucks, etc.) from a number of off-airport/suburban rental car companies and at competitive rates for non-TDY official requirements.

At present, government agencies purchase these services independently without the assistance of any program to supplement their vehicle needs with short term, short haul business trips, replacement of vehicles when vehicles are out of service for scheduled maintenance or unscheduled repairs, and availability of a source for peak demand

<sup>1</sup> Not to exceed 6 times the daily rate

<sup>2</sup> Not to exceed 4 times the weekly rate

<sup>\*\*</sup> Specify vehicle type (light truck, SUV, medium truck, heavy truck, ambulance, bus and passenger size

periods or emergencies. In response to their request to put together a centralized acquisition vehicle that is simple to use, reduces procurement lead time, maximizes their choice, and meets their fleet-supplement needs, GSA has developed this new special item number (SIN).

Understanding these requirements and the need to support the GSA Fleet Program and their customer base, the FBG Division of Federal Acquisition Service seeks contractors capable of providing RSVP services to the Government Agency customers and streamlines the acquisition process. The FBG Division believes that this program will more effectively reduce administrative and procurement burden for both the government and car rental/fleet management firms; leverage the Government's buying power in the vehicle rental market place to secure discounted rates; increase availability; and improve the overall level of satisfaction among customers, transportation managers and participating stakeholders.

GSA has performed the market research which validates the need for a program such as the RSVP and determined commercial programs such as the insurance replacement vehicle and maintenance supplement vehicle programs have merit. Car rental firms are moving to incorporate suburban locations into their customer base for additional revenue streams. Fleet management firms provide similar services to their corporate customers. GSA sees value in these concepts and believes this type of supplemental program is vital to the success of government fleet management programs.

Historical data retrieved from the FY 2003 Federal Procurement Data System identifies a number of Government Agencies which independently purchased these types of services under a multitude of individual contracts. The agencies are identified below and the information provided shows a need for this type of requirement:

<b>Department</b>	<b>Total Spend</b>
Department of Navy	22,786,297
Department of Army	22,124,900
Department of Air Force	3,987,266
Office of Secretary of Defense	3,835,058
Department of Agriculture	2,537,201
Department of State	2,607,015
Department of Treasury	1,440,894
Department of Justice	643,776
Department of Interior	249,404
Executive Office of the President	204,780
Department of Commerce	171,144
Department of Transportation	103,284
Department of Energy	95,400
Department of Homeland Security	93,955
Corps of Engineers, Civil	87,185
Nuclear Regulatory Commission	32,975
Department of Labor	26,000
Department of Housing and Urban Dev.	20,865
Corps of Engineers, Civil	19,461
Social Security Administration	6,848
Department of Veteran Affairs	6,465
Department of Health and Human Services	1,936
<b>Total FY 2003 FPDS Reported Spend</b>	<b>\$61,082,109</b>

RSVP is new – there are no historical sales under the GSA schedule to report. In Fiscal Year 2004, however, the Federal government reported an inventory of 620,151 fleet vehicles, traveling 4.76 billion miles, and spent over \$2.8 billion on its fleet. GSA surveyed current GSA fleet customers to enlist their input for a viable program such as RSVP. The survey results produced an overwhelming response of 72% for those who rated the likelihood of participating in the program with situations such as to satisfy a short term need; for use in a Federal emergency situation or disaster; to temporarily replace a vehicle that has been damaged; to replace a vehicle that has been stolen; to temporarily replace a vehicle undergoing maintenance; etc.

Survey results were solicited from a wide geographic base including locations in all 50 states, Guam and Puerto Rico. A large percentage of the respondents were decision-makers who expressed an interest in the program. For those Government Agencies under the GSA Fleet Program, it is anticipated that Fleet Managers from the Maintenance Control Centers and Accident Management Centers will be primary contact points in approving and/or placing orders for RSVP requirements and will be identified at the task order level. For other agencies with independent fleets, contact points will be identified at the task order level.

The largest category of responses confirmed the need for the short-term rental program and the respondents' desire to utilize it as soon as the program becomes available. Other factors that would influence their likelihood of participation that were expressed included:

- The need for immediate availability of vehicles ,
- Ease of use through on-line reservation sources,
- Resources which answer questions about fees and cost of rental vehicles, and
- Pick-up and return policies.








In FY 2004, the total overall Federal Fleet inventory was as follows:

No. of Fleet Vehicles	Year
620,151	2004
619,388	2003
600,087	2002
596,114	2001
602,626	2000

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## **(5) General Requirements:**



The Contractor shall

-  Provide commercial vehicle rental services using a wide variety of vehicle types. There are no minimum rental requirements, however, there is a maximum vehicle rental service time period – not to exceed 60 consecutive days for any one vehicle rented. Services can be used for single or multiple passenger shuttle transportation between and among buildings; driver assistance services; airport transport; VIP transport, etc. within or between cities.
-  Furnish all vehicles, insurance information, fuel information, driver assistance information, supervision, maintenance, equipment, and operating supplies/services, and perform all services necessary to provide vehicle rental services for ordering agencies.
-  Ensure participating dealers and locations (in both city and suburban areas) comply with contract terms and conditions. The Contractor shall identify all participating dealers and locations, along with their hours of operation. The Contractor shall provide a complete electronic list (e.g., web) and update the list as changes are made.
-  Companies based outside of the U.S. and its possessions participating in the U.S. Government Contract must abide by the same terms as U.S. based companies, including insurance coverage and quality service programs for government renters. All non-US based Companies must have an English-speaking representative, and all written communication must be in English to include rental documents and quarterly government rental revenue reports.
-  Adopt commercial standards and best practices wherever possible.
-  Provide dedicated Government support.
-  Provide a toll-free or collect telephone number for both domestic and international customers.


## **(6) Specific Requirements:**


**a. Vehicles:** Rental vehicles will be properly licensed, clean and maintained and meet federal, state, and local safety standards, in a safe operating condition, be no more than two years old, and have no more than 40,000 miles on the odometer. The vehicles will contain a full tank of gas at the time of delivery. Renter is expected to return the vehicle with a full ("F") tank of gas or renter will pay for refueling by the Contractor.

### **b. Rental of Vehicles:**

-  Government Agencies are the official procurers of these vehicles and are renting these vehicles for the express use of performing their mission requirements. The Government Agency will designate an employee to receive the vehicle. Acceptance of drivers authorized to operate vehicles rented under this Contract, if properly licensed, include the receiver, and without additional charge, the Government Agency employees while acting within the scope of their mission requirements. Such additional drivers need not be listed on the rental contract. Government employees who are age 18 or older, (persons authorized to operate vehicles who have been granted permission by the government agency) if otherwise eligible, may operate vehicles under this contract when on official Government business. The Contractor shall ensure vehicles are rented with proper authorization in accordance with agency instructions. The Contractor may require employee identification and ensure proper form of payment is issued. A Government employee's official identification and driver license is authentication for pickup unless otherwise specified by the ordering agency. At the request of the Contractor, the renter will provide a current official duty mailing address, and telephone number.
-  The Contractor shall have a process to accommodate rental reservations through a Reservation Center as well as electronically to assist the Government with reservations. Reservation Agents receiving telephone requests will quote contract rates, verify participating locations and their hours of operation, and will advise renters of vehicle delivery or pick up and drop off locations. Reservations may be made by telephone or through the Contractor's distribution channels such as Global Distribution Systems or direct connect worldwide web applications. Credit card numbers will not be required to make reservations, however, will be required for pick up or delivery, unless another authorized form of

payment is used (e.g., purchase order). A confirmation number and the local rental location telephone number will be provided at the time a reservation is made. In addition a confirmed reservation will be held for a minimum of 2 normal business hours after renter's scheduled pick up or delivery time.

 The Contractor will notify renters that in the event of an accident or if repairs become necessary, the renter should immediately notify the Contractor by calling the toll free telephone number, or other telephone number provided by the Contractor and request a replacement vehicle if necessary and instructions for the disposition of the disabled vehicle. The renter will notify the Contractor of any accident and obtain a police report for the company if one is *reasonably* available, and will fill out a contractor accident report when requested to do so. The time spent while waiting for the replacement or for repairs due to any mechanical failure of the vehicle shall be deducted from the total amount of rental time.

 The Contractor shall ensure rental vehicles are ready for dispatch, and to the extent possible, all necessary paperwork is complete and ready to sign when the driver arrives at the rental location or the vehicle is delivered.

**c. Rental Rates:** Rental rates confirmed by the company will be guaranteed and honored for 60 days from the time of reservations. Contractor failure to honor reservations will be grounds for terminating the contract. If the size/class vehicle reserved is not available, the Contractor shall substitute an upgraded vehicle at the same price or, with the renter's consent a smaller vehicle at the reduced rate.

**d. Form of Payment:** The Contractor shall ensure the proper form of payment (e.g., GSA SmartPay Card, Convenience Check, Purchase Order, etc.) is accepted at each participating dealer and location. The following vendors issue official U.S. Government Visa and MasterCard charge cards for official use: *Citibank, First National Bank of Chicago, Bank of America, and US Bank*. Official government Visa credit cards are identified by the prefix number 4486 and 4716; the official government MasterCard card begins with 5568. If a GSA SmartPay card is used, the Contractor shall not pre-bill for the estimated amount of the rental. The Contractor shall credit refunds directly back to the form of payment used.

**e. GSA Contracting Office Reports:**

Agency reports: The Contractor shall provide quarterly reports based on the Government's fiscal year (October 1 through September 30) that detail each ordering agency's vehicle rental expenditures for the given report period. Reports are due to the GSA Contracting Officer within 30 calendar days of the report period end (e.g., for first quarter report end, delivery of report shall be not later than January 30, or the next business day if the due date is on a weekend or Federal holiday). Domestic and international rentals shall be reported separately. For domestic and international vehicle rental, reported data elements shall include, but not be limited to, government agency identification 4-digit FIPS code, SIN, report period, number and dollar value of rentals, type of vehicle class rented, number of days rented and number of miles/kilometers driven per rental.

Government-wide reports: The Contractor shall provide quarterly reports that detail the overall cumulative Government rental expenditures. Reports are due to the GSA Contracting Officer within 30 calendar days of the report period end (e.g., for first quarter report end, delivery of report shall be not later than January 30, or the next business day if the due date is on a weekend or Federal holiday). Domestic and international rentals shall be reported separately. For domestic and international vehicle rental, reported data elements shall include, but not be limited to, government agency identification 4-digit FIPS code, SIN, report period, number and dollar value of rentals, type of vehicle class rented, number of days rented and number of miles driven per rental.

Reports should be sent electronically to [onthego@gsa.gov](mailto:onthego@gsa.gov) or provide a URL where the information may be accessed. Failure to provide official rental information on a quarterly basis may result in termination of the contract. These reports are IN ADDITION to the reporting requirements set forth in 552.238-74, Industrial Funding Fee and Sales Reporting.

**f. Ordering Agency Reports:** The Contractor shall provide Government agencies with standard commercial and custom reports as requested. It is expected that these reports will include at a minimum, the company name, renting city, renting state, total number of vehicle rentals, number of economy vehicles, number of compact vehicles, number of mid-size vehicles, number of full size vehicles, number of mini-vans, number of other class vehicles, average number of days rented, average number of miles/kilometers driven per day contracted, no-shows, cancellations, early returns, and extended rentals.

**g. Liability and Insurance:** As the Government is self-insured, supplemental or commercially available insurance for domestic RSVP rentals is not a chargeable expense to the ordering agency under this contract. For international RSVP rentals, supplemental or commercially available insurance is a chargeable expense if required by the jurisdiction. For international RSVP rentals, the Contractor shall advise renters of additional insurance charges at the time of reservation and when the vehicle is picked up or about to be received regarding any additional insurance charges. These charges shall be placed as a separate charge, become part of the rental contract, and subject to audit as may be required for payment.

In the event of loss or damage, the Government will be responsible for the repair and/or reimbursement cost of the value of a vehicle subject to the clauses FBG-C-FSS-0001 and FBG-C-FSS-0002, below.

**h. Claims:** Claims for loss or damage to a vehicle shall not include amounts for administrative costs, loss of use, or cost of replacement. If a claim is submitted, the Contractor is to submit to the ordering information the following information:

- Statements and information exchange from the driver(s).
- Itemized bills from the Contractor to ensure the claim is valid, not yet settled, and in an amount commensurate with the actual damages.
- Police accident report(s).
- Statements from witnesses when available.
- Copies of police traffic citations when issued.
- Any other information the Contractor feels is relevant and will assist in the resolution of the claim.

**(7) Additional Clauses Specific to RSVP:**

**FBG-C-FSS-0001 LIABILITY AND INSURANCE – RENTED MOTOR VEHICLES**

- (a) The Government shall be responsible for loss of or damage to --
- (1) Motor vehicles rented under this contract, except for (i) normal wear and tear, (ii) loss or damage caused by the negligence of the Contractor, its agents, or employees, (iii) loss or damage covered by the motor vehicle manufacturer's warranty or loss or damage attributable to a manufacturing defect; and
  - (2) Property of third persons, or the injury or death of third persons, if the Government is liable for such loss, damage, injury, or death under the Federal Tort Claims Act (28 U.S.C. 2671-2680).
- (b) The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees.
- (c) The Contractor shall provide and maintain insurance covering its liabilities under paragraph (b) of this clause in accordance with the Contractor's commercial practice but in amounts of at least \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage or loss.
- (d) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after written notice to the Contracting Officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies.
- (e) The contract price shall not include any costs for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (a) of this clause.

## FBG-C-FSS-0002 ACCIDENT/THEFT – RENTED MOTOR VEHICLES

The Government will notify the Contractor of vehicle losses due to accident or theft within a reasonable period of time of such occurrence. The Government will reimburse the Contractor, in those cases for which the Government is responsible for loss or damage under clause FBG-C-FSS-0001, **LIABILITY AND INSURANCE – RENTED MOTOR VEHICLES**, the value of the vehicle to be determined by the Kelley Blue Book (KBB) rating standards at the time the vehicle was damaged beyond economical repair or was stolen (without subsequent recovery or recovery but at total loss), less any payments (at the applicable daily, weekly, or monthly rate) made subsequent to such theft or accident resulting in total damage loss and less the salvage or scrap value (or other value) of the motor vehicle.

## END OF SIN 411-2 – RENTAL SUPPLEMENTAL VEHICLE PROGRAM

## NEW SERVICES

### SIN 451-99 – NEW SERVICES

#### B.5.9 New Services:

**SIN 451-99, Introduction of New Services - Schedule 48, NAICS Code TBD:** Any service or product that can enhance the Transportation, Delivery and Relocation Solutions (TDRS) schedule can be offered at any time. GSA will make available all services and products within scope of the GSA Schedule that adds value to the program.

The prices below are inclusive of the [INDUSTRIAL FUNDING FEE](#)

Description	Unit of Issue	Commercial Rate	Price Offered to Government
<b>Introduction of New Services - Schedule 48</b>			
Identify products/services offered			

## TRANSPORTATION CONSULTING

### SIN 411-3 TRANSPORTATION CONSULTING SERVICES

#### B.5.3 SIN 411-3 Transportation Consulting Services, NAICS Code 541614, Open to All Sources:

The Contractor shall provide transportation consulting and related services to assist the Government in meeting all of its transportation needs. This may include, but is not limited, transportation management, transportation security, transportation technology and to the following:

Analysis	Assessment	Auditing	Benchmarking
Change management	Consulting	Data collection and analysis	e-commerce
Facilitation	Marketing	Market research	Operational overviews
Outsourcing	Tariffs/Tenders	Performance metrics	Policy development/review
Preferred supplier programs	Development/Assessment	Product evaluations	Re-engineering
Requirements development	Reporting	Risk assessment	Security
Studies	Surveys	Technology	Testing
Training	Transportation audit analysis/studies		Transportation Integration
Transportation management			

Typical tasks may include, but are not limited to:

- Develop strategies to support strategic sourcing in the transportation realm
- Study current transportation management processes and recommend efficiencies



- Identify security needs relative to transportation
- Provide the integrated transportation solutions agencies may require in responding to emergencies, disasters, drills, continuity of operations events, supplemental transportation needs, etc.
- Analyze transportation data to facilitate program management
- Re-engineer relocation processes
- Assess preferred supplier programs
- Assess tariff/tender programs for overall best value
- Develop requirements and/or specifications for transportation needs
- Assist in the evaluation of transportation proposals, services, contractor performance or products
- Conduct customer satisfaction surveys
- Test technologies
- Provide trend analysis of agency transportation spends to enable budget forecasting
- Facilitate meetings

This SIN does not include actual transportation system development or guard/security services associated with transportation.

**(1) Definitions:** [Intentionally left blank]

**(2) Scope & Complexity:**

The Contractor shall:

- Provide a full range of services necessary to satisfy ordering agencies' transportation consulting requirements. The Government is seeking services that industry normally accords to its clients.
- Be capable of providing services for ordering agencies with multiple organizational levels and geographic locations nationwide and/or worldwide as specified in the Scope of Contract clause.
- Be capable of providing services for ordering agencies with multiple organizational levels and geographic locations nationwide and/or worldwide as specified in the Scope of the Contract clause.
- Be capable of coordinating transportation efforts with multiple Federal entities including the Department of Defense, Department of Transportation, Department of Homeland Security, General Services Administration and others assisting one another under mutual aid agreements including State and local offices responsible for responding to events.
- Be capable of handling multiple task orders simultaneously.

**(3) Pricing:**

GSA seeks pricing based on commercial practices to the extent practicable. Consulting and other professional services are not subject to the Service Contract Act.

The prices below are inclusive of the [INDUSTRIAL FUNDING FEE](#)

Description	Unit of Issue	Commercial Rate	Price Offered to Government
<b>Transportation Consulting Services</b>			
Identify labor category(ies)			
*Other [describe]			

**(4) General Requirements:**

The Contractor shall:

- Provide transportation consulting services as ordered by agencies and specified herein to assist agencies in realizing cost and program efficiencies, streamlining processes and optimizing outcomes to better support the agencies' missions.
- Ensure that its staff maintains any generally required professional certification, accreditation, license, bond, and proficiency relative to their area of expertise. The Contractor shall retain documentation of such records. The Government will not pay for expenses to meet this requirement.
- Perform services and ensure deliverables that are compliant with Government transportation and relocation regulations.

- Ensure the continued high level performance of the contract when deemed essential to the national security of the country.
- Provide a single access point for arrangement, coordination, booking, tracking, delivery, security, quality control, problem resolutions, claims resolution, and reporting of all activities associated with transportation solutions.

**(5) Specific Requirements:**

The Contractor shall:

- Coordinate preparedness efforts and resources to support timely response and recovery.
- Work cooperatively with other Federal, State and local government agencies and other contractors in providing services under this contract.
- Participate in training and readiness exercises.
- Provide risk analysis and risk assessments.
- Conduct vulnerability assessments.
- Assist in the development of emergency transportation response plans.
- Study current emergency transportation regulations and processes and recommend efficiencies.
- Perform legal and regulatory review to identify impediments to emergency activities.
- Provide technical advice in areas of storage and transportation.
- Comply with the provisions of the National Response Plan during related events.
- Assist in the development of transportation management plans.
- Analyze existing transportation programs and identify operational efficiencies.
- Study current transportation regulations and processes and recommend efficiencies.
- Perform legal and regulatory review to identify impediments to transportation activities.
- Provide technical advice in areas of storage and transportation.
- Assess damages to the transportation infrastructure as a result of a disaster, providing contingency plans in the short-term and recovery plans in the long-term.
- Assess agency transportation needs and recommend movement of freight and passengers in the most cost-efficient manner.
- Utilize personnel in the performance of the above cited services who have been appropriately screened through background checks in order to comply with agency security requirements.
- Assist agencies in developing performance measures and indicators to optimize transportation outcomes.
- Perform strategic, business and action planning regarding fulfilling agency transportation needs.
- Identify strategic sourcing efforts and strategies to promote cost and program efficiencies.
- Promote central transportation management in the interest of realizing efficiencies.
- Leverage commercial and Government transportation management best practices and recommend adoption of commercial standards and practices wherever possible.
- Identify strategies to reduce the cost of Federal transportation management to achieve dramatic savings by avoiding unnecessary duplication of efforts among federal agencies and their organizational elements.
- Provide Government-wide consolidated and aggregated data to support world class transportation management and afford greater visibility into Federal transportation processes for continued management improvement and cost savings.

**(6) Reports to GSA CO:**

The contractor shall provide the GSA Contracting Office with a quarterly report that details an agency's transportation consulting expenditures for the given report period, and provide a cumulative total across all agencies serviced, including a synopsis of each effort. Please note that the Government operates on a fiscal year basis of October 1 through September 30 of each year. The report is due by the 15<sup>th</sup> calendar day after the end of each report period (i.e., due January 15, April 15, July 15, and October 15). The information shall be provided in an electronic commercial format readable in Microsoft Excel 2002, SP-2 and emailed to [onthego@gsa.gov](mailto:onthego@gsa.gov), subject: Quarterly Transportation Consulting Services Report, By Agency, or at GSA's option, through an automated reporting tool provided by the GSA. Data fields to be reported are:

Agency Department Name (e.g., General Services Administration)  
 Number of Transactions (including a synopsis of each effort)  
 Dollar Value of Transactions (by type of service ordered)

**(7) Government Furnished Property:**

The Contractor Shall:

- Utilize, if required to do so, Government owned property in the performance under this contract.
- Be responsible for the proper care, maintenance and use of the property in its possession.
- Ensure all Government property is used only under the authority of this contract.
- Be liable, within the acquisition guidelines, for the loss or damage of Government furnished property.

**END of SIN 411-3 - Transportation Consulting Services**

## ATTACHMENT D.27

### GRAB Listing of Data Elements

Cost  
Management

Outside  
Interests

#### Data Element Breakdowns

(Grouped in this Table under the following headings)

##### **General Categories Section**

- Relocation Policy
- Transferee Profile
- Relocation Authorization
- Tax Processing Information
- Relocation Budget
- Accounting Information
- Transferee Claim Process
- Vendor (Service Provider) Invoice Process
- Payment Approval Process
- Workflow Process

##### **Relocation Allowance Categories Section**

- Househunting Trip
- Report Trip
- Temporary Living
- Enroute (Final Move) Family Travel
- Miscellaneous Expense Allowance
- Household Goods Move
- Storage of HHG
- Auto Move
- Mobile Home Shipment
- Home Sale
- Home Purchase
- Tax Allowance

##### **Reporting Section**

- Agency and Program Management
- Outside Interests

##### **General Categories Section**

**Relocation Policy** – Relocation policy compliance can be managed through expense management software. Private Sector service providers can assist in establishing the Government's (or an Agency's) rules to manage compliance as transactions are entered and processed. No data elements are identified in this effort, as not enough was known at the time the data elements list was prepared.

## GRAB Listing of Data Elements

Cost  
Management

Outside  
Interests

- Data Elements would cover, among other things, rules and dollar limitations/parameters to help the Relocation Program staff better manage the relocation process.

### Transferee Profile –

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| <ul style="list-style-type: none"> <li>• Transferee ID (Not Social Security Number – Due to identify theft, state laws and other security issues, agencies must have an employee number that is not the social security number. In providing access to relocation information to an outside service provider, the Transferee ID would generally be used, with in-house program staff generally having access to both the Transferee ID and the Social Security Number.)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                           | R                     |
| <ul style="list-style-type: none"> <li>• Transferee Name</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | R-M                   |
| <ul style="list-style-type: none"> <li>• Marital Status (Single or Married)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | R                     |
| <ul style="list-style-type: none"> <li>• Social Security Number</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | R                     |
| <ul style="list-style-type: none"> <li>• Retirement Plan (To determine FICA withholding)                             <ul style="list-style-type: none"> <li>○ Subject to FICA withholding (Yes/No)</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | R<br>R                |
| <ul style="list-style-type: none"> <li>• Old Position – Represents the position that the transferee is leaving (Blank for New Hire? Or will Government want to know some information on a New Hire? A possible need is the earnings subject to FICA withholdings. Having prior wage information for the current tax year would be useful in recapturing over withholding on FICA from the transferee. The Agency through the year-end true-up process should identify any excess FICA taxes paid. The specific FICA information is captured under the Tax Processing Information data element section.)                             <ul style="list-style-type: none"> <li>○ Former Agency</li> <li>○ Former Title</li> <li>○ Former Job Classification (use OPM standards)</li> <li>○ Former Grade (use OPM standards)</li> <li>○ Former Duty Station (Standard address information)</li> </ul> </li> </ul> | R<br>R<br>R<br>R<br>R |
| <ul style="list-style-type: none"> <li>• New Position                             <ul style="list-style-type: none"> <li>○ New Agency</li> <li>○ New Title</li> <li>○ New Job Classification (use OPM standards)</li> <li>○ New Grade (use OPM standards)</li> <li>○ New Duty Station (Standard address information)</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | R<br>R<br>R<br>R<br>R |
| <ul style="list-style-type: none"> <li>• Address and Contact information (departure, temporary, and destination locations for both personal and business, as needed, with phone, cell phone, fax, email address and other information as needed.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | R-M                   |
| <ul style="list-style-type: none"> <li>• Qualified Move Test (Mileage Test)                             <ul style="list-style-type: none"> <li>○ Distance from Old Residence to Old Duty Station</li> <li>○ Distance from Old Residence to New Duty Station</li> <li>○ Qualified Move? Yes/No</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | R<br>R<br>R           |

## GRAB Listing of Data Elements

**Relocation Authorization** – (If possible, authorization process should be automated within the cost management system, automation to include the use of workflow capabilities to process a paperless authorization for approval. The authorization process should allow for amendments with the original authorization and each amendment recorded and accessible. The actual Relocation Authorization form may include data elements, such as new and old title information, that are maintained elsewhere.)

	Cost Management	Outside Interests
<ul style="list-style-type: none"> <li>• Authorization/Amendment Number (Should consider a Government standard format and also consider impact on numbering scheme if eTravel is ever used to support transportation, lodging, and per diem on relocation travel)</li> </ul>	R	A
<ul style="list-style-type: none"> <li>• Authorization/Amendment Date (the date the relocation authorization/amendment was prepared)</li> </ul>	R	
<ul style="list-style-type: none"> <li>• Budget Year (the year under which the relocation will be funded)</li> </ul>	R	A
<ul style="list-style-type: none"> <li>• Budget Obligation Amount (the obligation, as amended, established for this authorization. Same as Amended Obligation Budget Amount under Relocation Budget.)</li> </ul>	E	
<ul style="list-style-type: none"> <li>• Original Authorization or Amendment (Identify which)?                             <ul style="list-style-type: none"> <li>○ Provide Comments, as needed</li> </ul> </li> </ul>	R R	
<ul style="list-style-type: none"> <li>• Name and Title of Person who Prepared Authorization                             <ul style="list-style-type: none"> <li>○ Date Prepared</li> <li>○ Office Location if needed (address format)</li> <li>○ Contact Information (phone, cell phone, fax, email address, etc. format)</li> </ul> </li> </ul>	R-M R R-M R-M R-M	
<ul style="list-style-type: none"> <li>• Name and Title of Approver(s) (will need a record for each level required and an automated workflow that will allow the authorization to move along to each step. An automated workflow assumes a message will be sent to the party notifying them that a request is ready for their approval.)                             <ul style="list-style-type: none"> <li>○ Date Approved</li> <li>○ Office Location if needed (address format)</li> <li>○ Contact Information (phone, cell phone, fax, email address, etc. format.)</li> </ul> </li> </ul>	R R-M R-M	
<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>○ Status of Authorization (In-process (at what step)/approved)</li> </ul> </li> </ul>	R R	
<ul style="list-style-type: none"> <li>• Effective Date (the effective date of the personnel action)</li> </ul>	R	
<ul style="list-style-type: none"> <li>• Report Date (if different from the effective date/defaults to Effective Date)</li> </ul>	D	
<ul style="list-style-type: none"> <li>• Authorization End Date (Initially a system derived date based on policy, one year after the Effective Date. This is tied to the policy. Need to allow for entering an exception. Will need override capability.)</li> </ul>	R	
<ul style="list-style-type: none"> <li>• Transferee Status (New Hire, Current Employee, etc – use Standard for Government, incorporate in dropdown menu.)</li> </ul>	R	
<ul style="list-style-type: none"> <li>• Homeowner/Renter Status</li> </ul>	E-M	

## GRAB Listing of Data Elements

	Cost Management	Outside Interests
<ul style="list-style-type: none"> <li>• Old Title (Appears in the Transferee Profile List; there should be only one data source for the information; it should not be entered twice.)</li> </ul>	E-M	
<ul style="list-style-type: none"> <li>• New Title (Appears in the Transferee Profile List; there should be only one data source for the information; it should not be entered twice.)</li> </ul>	R	
<ul style="list-style-type: none"> <li>• Move Type (CONUS to CONUS, OCONUS to CONUS, etc – also use Standard for Government, incorporate in dropdown menu.)</li> </ul>	R	
<ul style="list-style-type: none"> <li>• Reason for Relocation (Posting, Directed Reassignment, Tour Reassignment, Retirement, Other (Explain) – also use Standard for Government, incorporate in dropdown menu). Should have a standard set of Reasons for the Relocation that Agencies use Government-wide.</li> </ul>	R	
<ul style="list-style-type: none"> <li>• Allow Comments to be entered</li> </ul>	R	
<ul style="list-style-type: none"> <li>• Relocation Completion Date (Actual Close Date) Perform check to ensure each component is marked as completed. Need to allow the relocation to be reopened, as needed.</li> </ul>		
<b>Tax Processing Information –</b>		
<ul style="list-style-type: none"> <li>• Transferee Salary Information (for Federal, State, Local, FICA and tax allowance needs, such as adjustments for 401K and flexible spending accounts). Note: The benefit of capturing 401K and flexible spending amounts in calculating the tax allowance is marginal. If the data is not easily captured, consideration may be given to not collecting it.</li> </ul>	R-M	
<ul style="list-style-type: none"> <li>• If the transferee earned wages subject to FICA withholding for the same year prior to accepting the job with the Agency, capture the prior FICA earnings information. This information will be useful in recapturing any over withholding of FICA taxes from the transferee.</li> </ul>	R-M	
<ul style="list-style-type: none"> <li>• Transferee Family Information               <ul style="list-style-type: none"> <li>○ Family Member Name(s)</li> </ul> </li> </ul>	R-M	
<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>○ Family Member Relationship</li> </ul> </li> </ul>	R-M	
<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>○ Family Member Birth Date (for dependent children)</li> </ul> </li> </ul>	R-M	
<ul style="list-style-type: none"> <li>• Taxability and Reporting (expense records within the cost management software are coded for tax reporting and tax withholding and tax allowance purposes. These data elements form a part of record on all cost data.)</li> </ul>		
<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>*Note: these breakdowns need to be verified. All may not to needed within the cost management system.)</li> </ul> </li> </ul>		
<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>○ Non-Taxable/Taxpayer Excludable</li> </ul> </li> </ul>	R	
<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>○ Non-Taxable/Business Excludable</li> </ul> </li> </ul>	R	
<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>○ Non-Taxable/Business</li> </ul> </li> </ul>	R	
<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>○ Taxpayer Deductible</li> </ul> </li> </ul>	R	
<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>○ Taxable</li> </ul> </li> </ul>	R	
<ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li> <ul style="list-style-type: none"> <li>▪ Subject to Payroll Withholdings (no tax allowance)</li> </ul> </li> </ul> </li> </ul>	R	

## GRAB Listing of Data Elements

Cost  
Management  
  
Outside  
Interests

- Subject to a Tax Allowance
- Allow Comments to be entered

\*Source: Orion Mobility paper submitted at the January 2005 Board Meeting:  
“Relocation Taxation Basis- 2005 Tax Year” dated January 12, 2005

**Relocation Budget** – (Need to be able to obligate funds at an individual relocation record, make adjustments throughout the relocation process, and provide a final accounting with consolidation for agency’s total budget. The Government’s object class structure will control how this is approached as well as an agency’s need to break the obligation into more detailed components of the relocation, such as the household goods move, the sale of the former residence, etc)

### Budget at a single relocation level

- |                                                                                                                                  |     |   |
|----------------------------------------------------------------------------------------------------------------------------------|-----|---|
| • Fiscal Year (from which funding is being provided)                                                                             | R   | A |
| • Original Budget Obligation Amount (Once established, this record never changes)                                                | R   | A |
| ○ Lump Sum (in lieu of all other Relocation Allowances) (Yes/No)                                                                 | R   | A |
| ▪ If Yes, Lump Sum Amount                                                                                                        | R   | A |
| ○ If no Lump Sum, build by Budget Component                                                                                      |     |   |
| ▪ Contractor Service Fees (not home sale),                                                                                       | R   | A |
| ▪ Househunting Trip,                                                                                                             | R   | A |
| ▪ Report Trip,                                                                                                                   | R   | A |
| ▪ Temporary Living,                                                                                                              | R   | A |
| ▪ Enroute (Final Trip) Family Travel,                                                                                            | R   | A |
| ▪ Miscellaneous Expense Allowance,                                                                                               | R   | A |
| ▪ Household Goods Move,                                                                                                          | R   | A |
| ▪ Storage of HHG,                                                                                                                | R   | A |
| ▪ Auto Move,                                                                                                                     | R   | A |
| ▪ Mobile Home Move,                                                                                                              | R   | A |
| ▪ Home Sale                                                                                                                      |     |   |
| ○ Direct Reimbursement or Third Party Sale (contractor fee to purchase property goes here), and                                  | R   | A |
| ▪ Home Purchase.                                                                                                                 | R   | A |
| ▪ Tax Allowance (See service provider for best approach.)                                                                        | R   | A |
| • Amended Budget Obligation Amount (Initially defaults to Original Budget Obligation Amount; changes as required; track changes) |     |   |
| ○ Same breakdowns as under Original Budget Obligation                                                                            | R-M | A |
| • Expensed-to-Date Amount (against the Original Budget Obligation Amount, as Amended)                                            | R   | A |
| ○ Same breakdowns as under Original Budget Obligation Amount                                                                     | R-M | A |
| • Remaining Obligation Amount (Becomes “Zero” when relocation is                                                                 | D   | A |



## GRAB Listing of Data Elements

	Cost Management	Outside Interests
closed; need to record changes to individual relocation budgets and to Agency relocation budgets components throughout the relocation process)		
This is a derived data element (difference between Original Budget Obligation Amount, as Amended and Expensed-to-Date Amount).	R-M	A
o Same breakdowns as under Original Budget Obligation	R	A
• Allow Comments to be entered		
<u>Budget at the agency level</u>	R	A
• Fiscal Year (from which funding is being provided)	R	A
• Original Allocated Budget Amount (Agency Level)	R-M	A
o Refer to the Single Relocation Level Budget for breakouts under Original Budget Obligation. Breakouts may be different here, based on Agency need.	R	A
• Amended Allocated Budget Amount (Initially defaults to Original Allocated Budget Amount; changes as required; track changes)	R-M	A
o Same breakouts as under Original Allocated Budget Amount	D	A
• Obligated Amount (Not Expended) – Derived Data Element	D	A
• Obligated Amount (Expensed) – Derived Data Element	D	A
• Allocation Not Yet Obligated – Derived Data Element	R	A
• Allow Comments to be entered		
<b>Accounting Information –</b>		
Are advances ever allowed? Receivables needed? Will Government need to charge costs to receiving unit within Agency or charge cost to a central account within the Agency? More work here depending on answers.		
• <b>Agency Accounting Data</b>		
o Data Elements to cover financial transaction coding requirements as required by the Agency including tie to Budget Object Classes (Each financial transaction/record within the cost management system will contain this information).	R-M	
<b>Voucher Claim Process –</b> Government should establish standard format (with flexibility to modify at the Agency level) to make the process of implementation and maintenance easier and less expensive. Also, transferee should have access to make on-line claims (with required accompanying documentations faxed or mailed to the Program staff).		
• General Information for all forms (with transaction dates, amounts, and other financial transaction information)		
o Transaction ID	R	
o Transaction Status	R	
o Transaction History	R-M	

## GRAB Listing of Data Elements

	Cost Management	Outside Interests
<ul style="list-style-type: none"> <li>• <b>Travel Form</b> – On Househunting Trip(s), Report Trip for the Transferee, Temporary Living Travel, and Enroute (Final Trip) Family Travel, the claim processing should be developed along the lines used by eTravel. This will save staff from reinventing the process. In addition, should eTravel ever be modified to support relocation, following the lead of eTravel now should make a transition down the road to eTravel as the source system for the information simpler. The breakdowns that follow are for the allowance groupings that require ties to per diem, lodging and mileage rates. Also, if eTravel is ever used as the source system for relocation travel information, less data would be required within the cost management system. This assumes that eTravel data would be easily integrated with the relocation program data for reporting purposes.               <ul style="list-style-type: none"> <li>○ Applicable Per Diem Rates</li> <li>○ Applicable Mileage Rates</li> </ul> </li> <li>• <b>MEA Claim Form</b></li> <li>• <b>HHG Claim Form</b> (for Self Moves)</li> <li>• <b>HUD Form</b> for Real Estate Transaction(s)</li> <li>• <b>Other Forms</b> (as Needed)</li> </ul>	<p>R-M</p> <p>R-M</p> <p>R-M</p> <p>R-M</p> <p>R-M</p> <p>R-M</p>	
<p><b>Vendor (Service Provider) Invoice Processing</b> – (Nothing done in this area. However it is handled, all relevant relocation cost information must be captured within the cost management system.)</p>		
<p><b>Payment Approval Process</b> (within Cost Management System)– Will generally include information on names and contact information such as Date Made, Date Reviewed, Exceptions/Adjustment Taken, Names and Dates for Reviewed and Approval, Final Approved Amount, and Payment Dates.</p> <ul style="list-style-type: none"> <li>• On Transferee-Generated Claims</li> <li>• On Service Provider Billings</li> <li>• On Policy Approvals</li> </ul>	<p>R-M</p> <p>R-M</p> <p>R-M</p>	
<p><b>Workflow Process</b> – (Information on what’s happening and what needs to be done to complete the transfer. May include messages between and among the program staff, service providers, and transferees as well as notices when payments are made or claims received or emails sent; may also involve assigning work. Government should understand what is possible with today’s systems.)</p> <ul style="list-style-type: none"> <li>• Communications and comments; Use of emails</li> </ul>		

### Relocation Allowance Categories Section

**Househunting Trip** – One record for each trip taken.

R      A

## GRAB Listing of Data Elements

	Cost Management	Outside Interests
• Lump Sum or Actual		
• If Lump Sum,	R	A
○ Lump Sum Amount	R	
○ Date Claimed	R-M	
○ See Voucher Claim Process	R-M	
○ See Payment Approval Process		
• If not Lump Sum	R	A
○ Claim Amount	R-M	
○ See Voucher Claim Process	R-M	
○ See Payment Approval Process		
Note: There was an indication that some Agencies make advances.	R	
○ If Advance Made, Advance Amount (Payment systems may handle the advance and repayment records but a record must be maintained in the cost management system.)	R	
▪ Advance Balance	R	
▪ Advance Payments	R	
▪ Advance Payment Dates	R	
• Allow Comments to be entered	R	
• Househunting Process Complete or not required (a box is checked if process is completed or not required; will trigger a close out with Budget information on Househunting Trip if checked)		

### Report Trip –

Note: For tax handling, Lodging & Transportation expenses are handled differently than Meals and other expenses on the Report Trip and Enroute (Final Trip) Family Travel.

• Lump Sum or Actual	R	A
• If Lump Sum,	R	A
<b>Note:</b> If done as a lump sum, there are tax consequences that are not associated with an actual claim. The Lodging & Transportation expenses in a lump sum should be reported as income but not subject to a Tax Allowance.		
○ Lump Sum Amount	R	A
○ Date Claimed	R	
○ See Voucher Claim Process	R-M	
○ See Payment Approval Process	R-M	
• If not Lump Sum	R	A
○ Claim Amount	R-M	
○ See Voucher Claim Process	R-M	
○ See Payment Approval Process		
<b>Note:</b> There was an indication that some Agencies make advances.		
○ If Advance Made, Advance Amount (Payment systems may handle the	R	

## GRAB Listing of Data Elements

	Cost Management	Outside Interests
advance and repayment records but a record must be maintained in the cost management system.)		
▪ Advance Balance	R	
▪ Advance Payments	R	
▪ Advance Payment Dates	R	
• Allow Comments to be entered	R	
• Report Trip Complete or not required (a box is checked if process is completed or not required; will trigger a close out with Budget information on Report Trip if checked)	R	
<b>Temporary Living –</b>		
• Lump Sum or Actual	R	A
• If Lump Sum,		
o Lump Sum Amount	R	A
o Date Claimed	R	
o See Voucher Claim Process	R-M	
o See Payment Approval Process	R-M	
• If not Lump Sum		
o Claim Amount	R	A
o See Voucher Claim Process	R-M	
o See Payment Approval Process	R-M	
<b>Note:</b> There was an indication that some Agencies make advances.		
o If Advance Made, Advance Amount (Payment systems may handle the advance and repayment records but a record must be maintained in the cost management system.)	R	
▪ Advance Balance	R	
▪ Advance Payments	R	
▪ Advance Payment Dates	R	
• Allow Comments to be entered	R	
• Temporary Living Process Complete or not required (a box is checked if process is completed or not required; will trigger a close out with Budget information on Temporary Living Process if checked)	R	
<b>Enroute (Final Trip) Family Travel – (See Report Trip Above)</b>		
Note: For tax purposes, Lodging & Transportation expenses are handled differently than Meals and other expenses on the Report Trip and Enroute (Final Trip) Family Travel.		
• Lump Sum or Actual	R	A
• If Lump Sum,		
<b>Note:</b> If done as a lump sum, there are tax consequences that are not associated with an actual claim. The Lodging & Transportation expenses in a lump sum should be reported as income but not subject to a Tax		

## GRAB Listing of Data Elements

	Cost Management	Outside Interests
Allowance.		
○ Lump Sum Amount	R	A
○ Date Claimed	R	
○ See Voucher Claim Process	R-M	
○ See Payment Approval Process	R-M	
• If not Lump Sum		
○ Claim Amount	R	A
○ See Voucher Claim Process	R-M	
○ See Payment Approval Process	R-M	
<b>Note:</b> There was an indication that some Agencies make advances.		
○ If Advance Made, Advance Amount (Payment systems may handle the advance and repayment records but a record must be maintained in the cost management system.)	R	
▪ Advance Balance	R	
▪ Advance Payments	R	
▪ Advance Payment Dates	R	
• Allow Comments to be entered	R	
• Enroute (Final Trip) Family Travel Complete or not required (a box is checked if process is completed or not required; will trigger a close out with Budget information on Report Trip if checked)	R	
<b>Miscellaneous Expense Allowance</b> – (Note: The Board recommended a flat amount, not subject to a tax allowance.)		
• Claim Amount	R	A
• See Voucher Claim Process	R-M	
• See Payment Approval Process	R-M	
• Allow Comments to be entered	R	
• MEA Process Complete or not required (a box is checked if process is completed or not required; will trigger a close out with Budget information on MEA if checked)	R	

**Household Goods** – How does government handle shipments that exceed allowable limits? This list assumes that the arrangements for the excess weight takes place outside the invoices that come to Government. The only information that Government might want to track within cost management system is whether a limit was exceeded.

Also, HHG systems, such as CHAMP or RMC systems capture additional data elements. Those additional data elements have not been listed here. This list is also not intended to replace the data element needs of CHAMP but rather capture in the cost management system data that would be most helpful in managing the relocation process.

## GRAB Listing of Data Elements

Cost  
Management  
  
Outside  
Interests

The extent to which data elements are captured will depend on the information already available in service provider data bases. More information on contacts and planned dates for packing, pick-up and delivery may exist in subsidiary systems. At some point, there is the benefit of diminishing returns on what is captured and what is available through contacts responsible for the service. If easy access to source systems data exists, the burden on the data elements that are maintained in the cost management system is eased.

### Data Elements

• Self Move or Contract Mover/Vendor?	R	A
• On Self Move		
○ Claim Amount	R	A
○ See Voucher Claim Process	R-M	
○ See Payment Approval Process	R-M	
• On Contractor Move		
○ Vendor: Name/Location/Contact Information (* Only Vendor name is Mandatory)	*O-M	
○ Vendor Source (CHAMP, RMC, Direct Contract, Other)	R	
○ Bill of Lading Number	O	
○ Pack Date	O	
○ Ship Date	O	
○ Final Delivery Date (to New Residence)	R	
○ Distance from old residence to new residence (mileage from move invoice)	R	
○ Gross Weight	O	
▪ Original Estimate (in lbs)	R	
▪ Actual (in lbs)	O	
○ Exceeds authorized limits (yes/no)	R	A
○ Storage? (yes/no)	R	
○ Original Invoice(s) Amount (Covers Agency responsibility only- Excess costs are COD to transferee; allow for multiple invoice records with one covering packing, shipping, and delivery if done without storage, one for storage, and one covering delivery form storage)	R	
○ Adjustments/Exceptions in Dollars (to Vendor Invoice)	R	
○ Adjusted, Non-Discounted Charge/Tariff	R	
○ Discounted Charge/Tariff		
○ Invoice(s) Paid (Approved Amounts)	R	A
▪ Line Charges	R	A
▪ Storage (See next section for additional storage data elements)	R	A
▪ Extras (Authorized overtime, premium time, extra labor, etc)	R	A
▪ Other Charges (Wait time, etc)	R	

## GRAB Listing of Data Elements

	Cost Management	Outside Interests
○ Vendor (Service Provider) Invoice Process	R	
○ See Payment Approval Process	R	
• Damage Claim (Transferee's Damage Claim) (Yes/No)	*O-M	
○ Insurance Vendor/Location/Contact (if different from Mover as some movers use separate insurance or if self-insured by Agency - *Only Vendor is mandatory)	R	
○ Original Damage/Loss Claim (Amount)	O	
○ Date Claim Made	O	
○ Claim Number	R	
○ Damage/Loss Claim Paid	R	
○ Date Settled/Closed	R	
• Allow Comments to be entered	R	
• HHG Process Complete or not required (a box is checked if process is completed or not required; this check includes storage; will trigger a close out with Budget information on HHG if checked)		

**Storage of HHG** – This is an extension of the HHG Move data. Data elements on claims (if any) and Comments are covered under HHG

• Storage Vendor/Location/Contact (* Only Vendor name is Mandatory)	*O-M	
• Original Estimate on Days in Storage	R	
• Actual Date-in	R	
• Actual Date-out	R	
• Date HHG delivered to New Residence (from Storage)	O	
• Storage Costs (first 30 days)	R	A
• Storage Costs (over 30 days)	R	A

**Auto Move** – May use the same data elements that are used in HHG moves and fill in only appropriate elements – Just identify that this is a car move.

Information below is abbreviated (look to HHG information for more).

• Storage Vendor/Location/Contact (* Only Vendor name is Mandatory)	*O-M	
• Number of POV's	R	
• Invoice Amount (a separate record for each POV unless shipped together)	R	A
• Vendor (Service Provider) Invoice Process	R-M	
• See Payment Approval Process	R-M	
• Damage Claim (Transferee's Damage Claim) (Yes/No)	R	
○ Insurance Vendor/Location/Contact (if different from Mover as some movers use separate insurance or if self-insured by Agency - *Only Vendor is mandatory)	*O-M	
○ Original Damage/Loss Claim (Amount)	R	
○ Date Claim Made	O	
○ Claim Number	O	

## GRAB Listing of Data Elements

- Damage/Loss Claim Paid
- Date Settled/Closed
- Allow Comments to be entered
- Auto Move Process Complete or not required (a box is checked if process is completed or not required; will trigger a close out with Budget information on Auto Move if checked)

Cost  
Management  
  
Outside  
Interests

R  
R  
R

**Mobile Home Shipment** – May use the same data elements that are used in HHG moves and fill in only appropriate elements – Just identify that this is a mobile home move. Information below is abbreviated (look to HHG information for more).

- Separate HHG shipment Authorized? (Yes/No)
- Storage Vendor/Location/Contact (\* Only Vendor name is Mandatory)
- Invoice Amount
- Vendor (Service Provider) Invoice Process
- See Payment Approval Process
- Damage Claim (Transferee's Damage Claim) (Yes/No)
  - Insurance Vendor/Location/Contact (if different from Mover as some movers use separate insurance or if self-insured by Agency - \*Only Vendor is mandatory)
  - Original Damage/Loss Claim (Amount)
  - Date Claim Made
  - Claim Number
  - Damage/Loss Claim Paid
  - Date Settled/Closed
- Allow Comments to be entered
- Mobile Home Process Complete or not required (a box is checked if process is completed or not required; will trigger close out with Budget information on Mobile Home if checked)

R  
\*O-M  
R  
A  
R-M  
R-M  
R  
\*O-M  
  
R  
R  
O  
O  
R  
R  
R

### Home Sale –

Note: For tax purposes, some reimbursable expenses may receive a different tax treatment. To the extent this is so, the costs will need to be split into the different groups of expenses to ensure proper tax processing and reporting.

- Transaction Type (Direct Reimbursement, Amended Value Sale, Buyer Value Option, Appraised Value Sale, Other)
- On Direct Reimbursement

R  
A  
  
  
  
  
R



## GRAB Listing of Data Elements

	Cost Management	Outside Interests
○ Sale Date	R	A
○ Real Estate Sale Price	R-M	
○ Transferee Claim (use HUD format in claim)	R-M	
○ See Voucher Claim Process	R-M	
○ See Payment Approval Process		
● On Third Party Sales		
<b>Question:</b> Are Equity Advances ever allowed? If yes, need process to cover advance and recovery.	R	
○ Date Initiated into the Home Sale Program (need to define)	R	A
○ Applicable Contract Rates	R	A
▪ Amended Value Fee	R	A
▪ BVO Fee	R	A
▪ Appraised Value Fee	O	
○ Appraised Value (One record for each appraisal required)	O	
○ Appraisal Date	R	A
○ Agency Offer Price	R	A
○ Transaction Type (Amended Value, BVO, or Appraised Value Sale)	R	A
○ Transaction Amount (Upon which fee is determined)	R	
○ Date of Sale to Service Provider	R	A
○ Service Provider's fee for Sale	R-M	
○ Vendor (Service Provider) Invoice Process	R-M	
○ See Payment Approval Process	R	
● Allow Comments to be entered	R	
● Home Sale Process Complete or not required (a box is checked if process is completed or not required; will trigger a close out with Budget information on Home Sale if checked)		
<b>Note:</b> A Service Provider will generally have more information about the transaction within its systems used to manage that activity. The easier it is to access the data for reporting purposes in the contractor's system and integrated with the agency's data, the less of a need to carry the data element in the cost management system. Also, if there are multiple service providers, the greater the need to carry more detailed data in the cost management system to assess the impact of policy on results. The amount of optional data kept within the cost management system, is directly related to these factors.		
<b>Home Purchase</b> – Transferee's purchase of a residence at the new duty station. Note: For tax purposes, some reimbursable expenses may receive a different tax treatment. To the extent this is so, the costs will need to be split into the different groups of expenses to ensure proper tax processing and reporting.		
● Date of Real Estate Closing	R	A

## GRAB Listing of Data Elements

	Cost Management	Outside Interests
• Purchase Price	R	A
• Type of Closing (Reimbursement at closing through Service Provider or Direct Claim by Transferee)	R	A
• If reimbursed through Service Provider		
○ Claim Amount (use HUD format in claim)	R	
○ Vendor (Service Provider) Invoice Process	R-M	
○ See Payment Approval Process	R-M	
• If not through Service Provider		
○ Claim Amount	R	
○ See Voucher Claim Process (use HUD format in claim)	R-M	
○ See Payment Approval Process	R-M	
• Allow Comments to be entered	R	
• Home Purchase Process Complete or not required (a box is checked if process is completed or not required; will trigger a close out with Budget information on Home Purchase if checked)	R	

**Note:** A Service Provider will generally have more information about the transaction within its systems used to manage that activity. The easier it is to access the data for reporting purposes in the contractor's system and integrated with the agency's data, the less of a need to carry the data element in the cost management system. Also, if there are multiple service providers, the greater the need to carry more detailed data in the cost management system to assess the impact of policy on program results. The amount of optional data kept within the cost management system, is directly related to these factors.

### Tax Allowance –

• Tax Allowance Costs (for each year paid) with view of detail	R-M
• Tax Allowance Recalculation (Transferee Requested)	
○ Date Request Received	R
○ Adjustment Approved? (Yes/No)	
○ Adjustment Amount Paid	R
○ Date Paid	R
• Allow Comments to be entered	R
• Tax Allowance Process Complete (a box is checked if process is completed; will trigger a close out with Budget information on Tax Allowance if checked). Ninety-five percent or more of these will close the year following the year in which the relocation is completed. Some may have a further claim. Should close the 100 and allow the 5 to be reopened as needed.	R

## GRAB Listing of Data Elements

Cost Management	Outside Interests
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### Reporting Section

**Agency and Program Management Reporting** – Service providers generally provide many standard operational reports for use by relocation program staff. An agency often has the option of requesting additional standard reports. Below are some additional reports that Government might use to assess the effectiveness of policy.

- |                                                                                                                                                                                                                                               |     |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|
| <ul style="list-style-type: none"> <li>• Budget Status by Budget Year (with reimbursement shown by year expensed)</li> </ul>                                                                                                                  | R-M | A-M |
| <ul style="list-style-type: none"> <li>• Storage Usage (relative to HHG moves) with trend analysis</li> </ul>                                                                                                                                 | R-M | A-M |
| <ul style="list-style-type: none"> <li>• Home Sale Information (Direct Reimbursement, Amended Value Sales, BVO Sales, and Appraised Value Sales) with trend analysis</li> </ul>                                                               | R-M | A-M |
| <ul style="list-style-type: none"> <li>• Home Purchase Information (Reimbursements at Closing versus Transferee Claims) with trend analysis</li> </ul>                                                                                        | R-M | A-M |
| <ul style="list-style-type: none"> <li>• Relocation Information (by Budget Year) – Initiations (Approved relocations) broken down into open and closed authorizations by Move Type, Transferee Status, and Homeowner/Renter Status</li> </ul> | R-M | A-M |
| <ul style="list-style-type: none"> <li>• Tax Allowance Reporting (a subset of tax reporting) with summary information on the year-end true-up process.</li> </ul>                                                                             | R-M |     |
| <ul style="list-style-type: none"> <li>• Tax Allowance – Number of relocations receiving a tax allowance against number of requests to adjust the tax allowance with trend analysis</li> </ul>                                                | R-M |     |

### **Outside Interests Reporting –**

- |                                                                 |  |     |
|-----------------------------------------------------------------|--|-----|
| <ul style="list-style-type: none"> <li>• BDR</li> </ul>         |  | A-M |
| <ul style="list-style-type: none"> <li>• TRIP Report</li> </ul> |  | A-M |

### **Definitions:**

**A** = Aggregated Data (generally number counts and/or dollar amounts agency-wide)  
**R** = Required (in Cost Mgmt Sys -CMS)  
**O** = Optional (in CMS)  
**D** = Derived Data Element  
**M** = Multiple Data Elements (2 or more Data Elements)  
**E** = Established Elsewhere

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS**  
**(MAR 2005) [12.301\(b\)\(2\)](#)**

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

**(a) *Definitions.* As used in this provision:**

*"Emerging small business"* means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

*"Forced or indentured child labor"* means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*"Service-disabled veteran-owned small business concern"--*

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service--disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*"Small business concern"* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

*"Veteran-owned small business concern"* means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*"Women-owned business concern"* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other \_\_\_\_\_.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is

based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) *Representations required to implement provisions of Executive Order 11246--*

(1) *Previous contracts and compliance.* The offeror represents that--

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.



(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
.	.
.	.
.	.

(List as Necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g) (1) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act-- Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act -- Free Trade Agreements -- Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore or Israeli End Products:

Line Item No.	Country of Origin
.	.

.	.
.	.

(List as Necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
.	.
.	.
.	.

(List as Necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004).* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.	Country of Origin
.	.
.	.
.	.

(List as Necessary)

(3) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004).* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
.	.
.	.
.	.

(List as Necessary)

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
.	.
.	.
.	.

(List as Necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).*  
The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals --

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]*

(1) *Listed end products.*

Line Item No.	Country of Origin
.	.
.	.
.	.

(List as Necessary)

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) (1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \*\_\_\_\_\_\*.

*[Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. **These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.** Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

**---- END ----**